ARCHITECT-ENGINEER CONTRACT	1. CONTRACT NO.	
	2. DATE OF CONTRACT	
3A. NAME OF ARCHITECT-ENGINEER	3B. TELEPHONE NO. (Include Area Code)	

3C. ADDRESS OF ARCHITECT-ENGINEER (Include ZIP Code)

4. DEPARTMENT OR AGENCY AND ADDRESS (Include ZIP Code)
Department of Veterans Affairs
Rocky Mountain Network
VISN 19 Contracting
4100 E. Mississippi Avenue, Suite 900

# Glendale CO 80246 5. PROJECT TITLE AND LOCATION

A/E Services Replace Windows Building 141, Proj #436-13-102 VA Fort Harrison Medical Center 3687 Veterans Drive Fort Harrison, MT 59636-1500

### 6. CONTRACT FOR (General description of services to be provided)

Contractor is to provide all A/E design through construction period services necessary to perform preliminary and final designs to include contract specifications and drawings as contemplated by Project No. 436-13-102.

\*Note: This is a request for the completed SF330 - the solicitation is only for informational purposes. After the qualifications are reviewed by the technical evaluation board (TEB), the most qualified candidate/s will then be asked to propose the pricing, and an actual proposal.

7. CONTRACT AMOUNT (Express in words and figures)

8. NEGOTIATION AUTHORITY

40 U.S.C 1104

9. ADMINISTRATIVE, APPROPRIATION, AND ACCOUNTING DATA 436-3620162-5646-854200-3220 23NRNR05A

10	The United States of America (called the Government) represented by the Contracting Officer executing this contract, and the Architect-Engineer agree to perform this contract in strict accordance with
10.	The United States of Afficial (called the Government) represented by the Contracting United executing this contract, and the Affinited-Engineer agree to perform this contract in strict accordance with
	the clauses and the documents identified as follows, all of which are made a part of this contract:

Part 1: Representations, Certifications, and Other Statements of Offerors Part 2: General Provisions

Part 3: Special Provisions

Part 4: Contract Procedures

Part 5: Attachments

A/E Fee Proposal

Supplemental B- Scope of Work FMS Special Provisions

Adjustment in Contract Amount Notes Release of Claims

SF 330

If the parties to this contract are comprised of more than one legal entity, each entity shall be jointly and severally liable under this contract. The parties hereto have excuted this contract as of the date recorded in item 2.

	SIGNATURES	NAMES AND TITLES (Typed)	
	11. ARCHITECT-ENGINEER OR OTHER PROFE	SSIONAL SERVICES CONTRACTOR	
A			
В			
С			
D			
12. THE UNITED STATES OF AMERICA			
		Contracting Officer	

# **Table of Contents**

PART I -	THE SCHEDULE	1
SECTIO	N A - SOLICITATION/CONTRACT FORM	1
SF 2	252 ARCHITECT-ENGINEER CONTRACT	1
INSTRU	CTIONS, CONDITIONS AND OTHER STATEMENTS TO BIDDERS/OFFERORS	4
2.0	EVALUATION OF OFFERS	4
2.1	52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAR 2012)	5
2.2	52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)	9
GENER A	AL PROVISIONS	
2.3	852.211-72 TECHNICAL INDUSTRY STANDARDS (JAN 2008)	10
2.4	VAAR 852.215-70 SERVICE-DISABLED VETERAN-OWNED AND	10
	VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (DEC 2009)	10
GENERA	AL CONDITIONS	11
3.1	52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)	11
3.2	52.236-22 DESIGN WITHIN FUNDING LIMITATIONS (APR 1984)	
3.3	52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION	
	(APR 2009)	12
3.4	52.232-26 PROMPT PAYMENT FOR FIXED-PRICE ARCHITECT -ENGINEER	
	CONTRACTS (OCT 2008)	
3.5	VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)	17
3.6	VAAR 852.273-75 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (Interim - October 2008)	10
3.7	VAAR 852.215-71 EVALUATION FACTOR COMMITMENTS (DEC 2009)	
3.8	VAAR 852.273-76 ELECTRONIC INVOICE SUBMISSION (Interim - October 2008)	
	· · · · · · · · · · · · · · · · · · ·	
	L PROVISIONS	
ATTACE	HMENTS	56
SUPPLE	MENT B - SCOPE OF WORK	85

# INSTRUCTIONS, CONDITIONS AND OTHER STATEMENTS TO BIDDERS/OFFERORS

### 2.0 EVALUATION OF OFFERS

The Government is issuing this Request for Proposals in accordance with FAR 36.602-1 and VAAR 836.602-1 and the Short-List Criteria Utilizing the SF 330 Form. The VA will evaluate contractor offers in the descending order of importance below. The contractor must address all the different evaluation factors below, or the proposal will not be evaluated. The government is interested in proposals that offer the best value in meeting the requirements with acceptable risk at a fair and reasonable price. All of the following different evaluation factors will be rated equally with the exception of 2.0 g, which is solely a request to provide evidence of small business status.

All offers must include information in their offers which address the following evaluation criteria:

- **2.0 a. Specialized experience and technical competence of the firm** –Describe in detail the technical expertise of the firm, and how it relates to the project listed in the scope of work. Emphasize any specialized experienced the firm has in window design projects.
- **2.0 b.** Specialized experience and qualifications of personnel proposed for assignment to the project and record of working together as a team Describe the education, training, and experience of your architectural and engineering design team, and supervisor as it relates to their ability to perform a job of this size and scope. All proposed team members and supervisor shall have the minimum education, training and experience as is normally expected of a company actively providing the required services and should have demonstrated experience to perform a project such as this within a VA Medical Center Hospital.
- 2.0 c. Professional capacity of the firm in the designated geographic area of the project to perform work (including any specialized services) within the time limitations. Unusually large existing workload that may limit A/E's capacity to perform project work expeditiously Describe how the firm has the professional capacity to meet the VA time frames listed in the scope of work. Also, if relevant, highlight any potential limitations due to the firm's geographic location. If such geographic limitations exist, demonstrate how the firm intends to overcome those limitations. In addition, describe the firm's current workload, and any impact that may have on taking on absorbing a new project the scope of this windows design project. And if that workload would adversely impact a new project the scope of this windows design one, then demonstrate how the firm intends to increase its work load capacity to complete this project.
- **2.0 d.** Past Performance/References All offerors shall provide the names, addresses and phone numbers of at least three previous customers on jobs of similar size and scope within the past 2 years in order that the VA may assess the level of competence demonstrated on these jobs. All three references must provide a favorable reference check to the Government.
- **2.0 e.** Geographic location and facilities of the working office(s) which would provide the professional services and familiarity with the area in which the project is located Describe any advantages that the geographic location of the firm's working offices would offer in terms of familiarity with the area.

- **2.0 f.** Demonstrate success in prescribing the use of recovered materials and achieving waste reduction and energy efficiency in facility design Submit the firm's policy as regards to waste reduction/energy efficiency in terms of design. Provide past examples where designs (preferably window designs) included reduction/energy efficiency.
- **2.0 g.** Small business / socio- economic status provide the applicable certifications of the firms business size standard. The official source of record for small service disabled veteran owned business (SDVOSB) or veteran owned business (VOSB) is the VA's CVE site. All offerors must be certified by the VA CVE, or the offer will be rejected with no consideration.

Each evaluation factor above will be rated using the following color coded rating definitions:

Color	Rating	Description
Blue	Excellent	Proposal demonstrates excellent understanding of requirement and significantly exceeds performance standards. Proposal has several strengths that will benefit the government. Proposal has no weaknesses.
Purple	Good	Proposal demonstrates a <i>good</i> understanding the requirement and has 1 or more <i>strengths</i> that will benefit the government and <i>any</i> proposal <i>weakness</i> has little potent to cause disruption of schedule.
Green	Satisfactory	Proposal demonstrates an <i>acceptable</i> understand of the requirement the proposal has <i>no strengths</i> that will benefit the government and <i>no material</i> weaknesses.
Yellow	Marginal	Proposal demonstrates a <i>limited</i> understand of the requirement the approach only marginally meets performance standards. Proposal has <i>minor omissions</i> and demonstrates a <i>misunderstanding</i> of the requirement.
Red	Unsatisfactory	Proposal demonstrates a <i>misunderstanding</i> of the requirement and the <i>approach fails</i> meet performance standards. Proposal has <i>major omissions</i> and <i>inadequate</i> details to assure evaluations offeror has understanding of requirement.

# 2.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAR 2012)

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541310.
  - (2) The small business size standard is 4.5 Million.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.
- (2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
- [ ] (i) Paragraph (d) applies.
  [ ] (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:
- (i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--
  - (A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
- (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
  - (C) The solicitation is for utility services for which rates are set by law or regulation.
- (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
- (iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.
- (iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--
  - (A) Are not set aside for small business concerns;
  - (B) Exceed the simplified acquisition threshold; and
  - (C) Are for contracts that will be performed in the United States or its outlying areas.

- (v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, or 2010.
- (vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.
- (xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xvii) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225-3.
  - (A) If the acquisition value is less than \$25,000, the basic provision applies.

- (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
- (C) If the acquisition value is \$50,000 or more but is less than \$77,494, the provision with its Alternate II applies.
- (xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.
- (xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran--Representation and Certification. This provision applies to all solicitations.
- (xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--
- (A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and
- (B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.
  - (2) The following certifications are applicable as indicated by the Contracting Officer:
    - [](i) 52.219-22, Small Disadvantaged Business Status.
      - (A) Basic.
      - [](B) Alternate I.
    - [](ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
- [](iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.
- [](iv) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification.
- [](v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).
  - [](vi) 52.227-6, Royalty Information.
    - [](A) Basic.
    - [](B) Alternate I.
  - [](vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website accessed through https://www.acquisition.gov. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

# 2.2 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

http://www.acquisition.gov/far/index.html http://www.va.gov/oamm/oa/ars/policyreg/vaar/index.cfm

(End of Provision)

### **GENERAL PROVISIONS**

52.211-7	ALTERNATIVES TO GOVERNMENT-UNIQUE	NOV 1999
	STANDARDS	
52.232-13	NOTICE OF PROGRESS PAYMENTS	APR 1984
52.232-38	SUBMISSION OF ELECTRONIC FUNDS TRANSFER	MAY 1999
	INFORMATION WITH OFFER	
52.237-1	SITE VISIT	APR 1984

## 2.3 852.211-72 TECHNICAL INDUSTRY STANDARDS (JAN 2008)

The supplies or equipment required by this invitation for bid or request for proposal must conform to the standards of the Department of Veterans Affairs and Master Construction Specifications as to all applicable codes including NFPA/ JCHAO/UBC and EPA. The successful bidder or offeror will be required to submit proof that the item(s) he/she furnishes conforms to this requirement. This proof may be in the form of a label or seal affixed to the equipment or supplies, warranting that they have been tested in accordance with and conform to the specified standards. Proof may also be furnished in the form of a certificate from one of the above listed organizations certifying that the item(s) furnished have been tested in accordance with and conform to the specified standards.

(End of Provision)

# 2.4 VAAR 852.215-70 SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (DEC 2009)

- (a) In an effort to achieve socioeconomic small business goals, depending on the evaluation factors included in the solicitation, VA shall evaluate offerors based on their service-disabled veteran-owned or veteran-owned small business status and their proposed use of eligible service-disabled veteran-owned small businesses and veteran-owned small businesses as subcontractors.
- (b) Eligible service-disabled veteran-owned offerors will receive full credit, and offerors qualifying as veteran-owned small businesses will receive partial credit for the Service-Disabled Veteran-Owned and Veteran-owned Small Business Status evaluation factor. To receive credit, an offeror must be registered and verified in Vendor Information Pages (VIP) database. (http://www.VetBiz.gov).
- (c) Non-veteran offerors proposing to use service-disabled veteran-owned small businesses or veteran-owned small businesses as subcontractors will receive some consideration under this evaluation factor. Offerors must state in their proposals the names of the SDVOSBs and VOSBs with whom they intend to subcontract and provide a brief description of the proposed subcontracts and the approximate dollar values of the proposed subcontracts. In addition, the proposed subcontractors must be registered and verified in the VetBiz.gov VIP database (http://www.vetbiz.gov).

(End of Clause)

### **GENERAL CONDITIONS**

## 3.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://www.acquisition.gov/far/index.html http://www.va.gov/oamm/oa/ars/policyreg/vaar/index.cfm

#### (End of Clause) 52.204-7 CENTRAL CONTRACTOR REGISTRATION FEB 2012 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST DEC 2010 WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR **DEBARMENT CONVICT LABOR** 52.222-3 JUN 2003 52.222-21 PROHIBITION OF SEGREGATED FACILITIES FEB 1999 52.222-26 **EQUAL OPPORTUNITY** MAR 2007 EQUAL OPPORTUNITY FOR VETERANS 52.222-35 SEP 2010 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH OCT 2010 **DISABILITIES** 52.222-37 EMPLOYMENT REPORTS ON VETERANS SEP 2010 52.222-50 COMBATING TRAFFICKING IN PERSONS FEB 2009 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW MAY 2011 **INFORMATION** RESTRICTIONS ON CERTAIN FOREIGN 52.225-13 JUN 2008 **PURCHASES** PAYMENTS UNDER FIXED-PRICE 52.232-10 APR 2010 ARCHITECT-ENGINEER CONTRACTS ASSIGNMENT OF CLAIMS 52.232-23 JAN 1986 52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER--MAY 1999 OTHER THAN CENTRAL CONTRACTOR REGISTRATION 52.233-1 **DISPUTES** JUL 2002 ALTERNATE I (DEC 1991) 52.233-3 PROTEST AFTER AWARD AUG 1996 52.233-4 APPLICABLE LAW FOR BREACH OF OCT 2004 CONTRACT CLAIM RESPONSIBILITY OF THE ARCHITECT-ENGINEER APR 1984 52.236-23 CONTRACTOR 52.236-24 WORK OVERSIGHT IN ARCHITECT-ENGINEER APR 1984 CONTRACTS REQUIREMENTS FOR REGISTRATION OF 52.236-25 JUN 2003 DESIGNERS 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, APR 1984

EQUIPMENT, AND VEGETATION

52.242-2	PRODUCTION PROGRESS REPORTS	APR 1991
52.242-14	SUSPENSION OF WORK	APR 1984
52.243-1	CHANGESFIXED PRICE	AUG 1987
	ALTERNATE III (APR 1984)	
52.244-4	SUBCONTRACTORS AND OUTSIDE ASSOCIATES	AUG 1998
	AND CONSULTANTS (ARCHITECT-ENGINEER	
	SERVICES)	
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	DEC 2010
52.249-7	TERMINATION (FIXED-PRICE	APR 1984
	ARCHITECT-ENGINEER)	
52.253-1	COMPUTER GENERATED FORMS	JAN 1991
852.203-70	COMMERCIAL ADVERTISING	JAN 2008

# 3.2 52.236-22 DESIGN WITHIN FUNDING LIMITATIONS (APR 1984)

- (a) The Contractor shall accomplish the design services required under this contract so as to permit the award of a contract, using standard Federal Acquisition Regulation procedures for the construction of the facilities designed at a price that does not exceed the estimated construction contract price as set forth in paragraph (c) below. When bids or proposals for the construction contract are received that exceed the estimated price, the Contractor shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this contract. However, the Contractor shall not be required to perform such additional services at no cost to the Government if the unfavorable bids or proposals are the result of conditions beyond its reasonable control.
- (b) The Contractor will promptly advise the Contracting Officer if it finds that the project being designed will exceed or is likely to exceed the funding limitations and it is unable to design a usable facility within these limitations. Upon receipt of such information, the Contracting Officer will review the Contractor's revised estimate of construction cost. The Government may, if it determines that the estimated construction contract price set forth in this contract is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (c) below, or the Government may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, the Government shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation.
  - (c) The estimated construction contract price for the project described in this contract is \$680,000.

(End of Clause)

# 3.3 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2009)

(a) Definitions. As used in this clause-

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance

has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

- (b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:
- (1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.
- (2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.
  - (3) For long-term contracts-
    - (i) Within 60 to 120 days prior to the end of the fifth year of the contract; and
- (ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.
- (c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at http://www.sba.gov/services/contractingopportunities/sizestandardstopics/.
- (d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.
- (e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.
- (f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [] is, [] is not a small business concern under NAICS Code 541310 assigned to contract number VA259-12-E-0259.

[Contractor to sign and date and insert authorized signer's name and title].

(End of Clause)

# 3.4 52.232-26 PROMPT PAYMENT FOR FIXED-PRICE ARCHITECT -ENGINEER CONTRACTS (OCT 2008)

Notwithstanding any other payment terms in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(3) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

- (a) Invoice payments--
  - (1) Due date. The due date for making invoice payments is--
    - (i) For work or services completed by the Contractor, the later of the following two events:
- (A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(iii) of this clause).
- (B) The 30th day after Government acceptance of the work or services completed by the Contractor. For a final invoice, when the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance is deemed to occur on the effective date of the settlement.
- (ii) The due date for progress payments is the 30th day after Government approval of Contractor estimates of work or services accomplished.
- (iii) If the designated billing office fails to annotate the invoice or payment request with the actual date of receipt at the time of receipt, the payment due date is the 30th day after the date of the Contractor's invoice or payment request, provided the designated billing office receives a proper invoice or payment request and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.
- (2) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(2)(i) through (a)(2)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt, with the reasons why it is not a proper invoice. When computing any interest penalty owed the Contractor, the Government will take into account if the Government notifies the Contractor of an improper invoice in an untimely manner.

- (i) Name and address of the Contractor.
- (ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of mailing or transmission.)
- (iii) Contract number or other authorization for work or services performed (including order number and contract line item number).
  - (iv) Description of work or services performed.
  - (v) Delivery and payment terms (e.g., discount for prompt payment terms).
- (vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
- (vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.
- (viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
  - (ix) Electronic funds transfer (EFT) banking information.
- (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
- (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.
- (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
  - (x) Any other information or documentation required by the contract.
- (3) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.
  - (i) The designated billing office received a proper invoice.
- (ii) The Government processed a receiving report or other Government documentation authorizing payment and there was no disagreement over quantity, quality, Contractor compliance with any contract term or condition, or requested progress payment amount.

- (iii) In the case of a final invoice for any balance of funds due the Contractor for work or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.
- (4) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.
- (i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance or approval is deemed to occur constructively as shown in paragraphs (a)(4)(i)(A) and (B) of this clause. If actual acceptance or approval occurs within the constructive acceptance or approval period, the Government will base the determination of an interest penalty on the actual date of acceptance or approval. Constructive acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, Contractor compliance with a contract provision, or requested progress payment amounts. These requirements also do not compel Government officials to accept work or services, approve Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities.
- (A) For work or services completed by the Contractor, Government acceptance is deemed to occur constructively on the 7th day after the Contractor completes the work or services in accordance with the terms and conditions of the contract.
- (B) For progress payments, Government approval is deemed to occur on the 7th day after the designated billing office receives the Contractor estimates.
- (ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes, and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.
- (5) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with 5 CFR part 1315.
  - (6) Additional interest penalty.
- (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315, in addition to the interest penalty amount only if--
  - (A) The Government owes an interest penalty of \$1 or more;
- (B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and
- (C) The contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(6)(ii) of this clause, postmarked not later than 40 days after the date the invoice amount is paid.

- (ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--
- (1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;
  - (2) Attach a copy of the invoice on which the unpaid late payment interest is due; and
  - (3) State that payment of the principal has been received, including the date of receipt.
  - (B) If there is no postmark or the postmark is illegible--
- (1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or
- (2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.
- (iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).
- (b) Contract financing payments. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.
- (c) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--
- (1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--
- (i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
  - (ii) Affected contract number and delivery order number if applicable;
  - (iii) Affected contract line item or subline item, if applicable; and
  - (iv) Contractor point of contact.
  - (2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(End of Clause)

# 3.5 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)

The contracting officer reserves the right to designate representatives to act for him/her in furnishing technical guidance and advice or generally monitor the work to be performed under this contract. Such

designation will be in writing and will define the scope and limitation of the designee's authority. A copy of the designation shall be furnished to the contractor.

(End of Provision)

# 3.6 VAAR 852.273-75 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (Interim - October 2008)

(a) The contractor and their personnel shall be subject to the same Federal laws, regulations, standards and VA policies as VA personnel, regarding information and information system security. These include, but are not limited to Federal Information Security Management Act (FISMA), Appendix III of OMB Circular A-130, and guidance and standards, available from the Department of Commerce's National Institute of Standards and Technology (NIST). This also includes the use of common security configurations available from NIST's Web site at:

http://checklists.nist.gov

(b) To ensure that appropriate security controls are in place, Contractors must follow the procedures set forth in "VA Information and Information System Security/Privacy Requirements for IT Contracts" located at the following Web site:

http://www.iprm.oit.va.gov/docs/Security and Privacy Requirements for IT Contracts Attachment.pdf

(End of Clause)

# 3.7 VAAR 852.215-71 EVALUATION FACTOR COMMITMENTS (DEC 2009)

The offeror agrees, if awarded a contract, to use the service-disabled veteran-owned small businesses or veteran-owned small businesses proposed as subcontractors in accordance with 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors, or to substitute one or more service-disabled veteran-owned small businesses or veteran-owned small businesses for subcontract work of the same or similar value.

(End of Clause)

# 3.8 VAAR 852.273-76 ELECTRONIC INVOICE SUBMISSION (Interim - October 2008)

(a) To improve the timeliness of payments and lower overall administrative costs, VA strongly encourages contractors to submit invoices using its electronic invoicing system. At present, electronic submission is voluntary and any nominal registration fees will be the responsibility of the contractor. VA intends to mandate electronic invoice submission, subject to completion of the federal rulemaking process. At present, VA is using a 3rd party agent to contact contractors regarding this service. During the voluntary period, contractors interested in registering for the electronic system should contact the VA's Financial Services Center at http://www.fsc.va.gov/einvoice.asp.

## **SPECIAL PROVISIONS**

## TABLE OF CONTENTS

# SPECIAL PROVISIONS (ARCHITECT-ENGINEER CONTRACT)

Page No. ARTICLE A **SCHEMATICS** SPA 1 Description of Task ..... A-1 SPA 2 Additional Requirements ..... A-2 ARTICLE B COMPENSATION AND PAYMENTS SPB 1 Fixed Fee for A/E Services B-1 SPB Adjustment in the Contract Amount Due to Changes B-2 SPB Changes – Fixed-Price (AUG 1987) ..... B-2 3 SPB 4 Schedule of Payments for A/E Services B-3 ARTICLE C SUBMISSION AND COMPLETION SCHEDULE SPC 1 Review and Completion Schedule ..... C-1 SPC C-2 2 Submissions for Design Review Materials SPC C-2 3 Memorandums of Agreement ..... SPC 4 Retention of Review Documents ..... C-2 SPC 5 Monthly Design Progress Report C-3

# ARTICLE D REIMBURSEMENTS

SPD	1	Travel Expenses	D-1
SPD	2	Site Surveys, Subsurface and Other Investigations	D-2
		ARTICLE E GENERAL ITEMS	
SPE	1	Evaluation of A/E Contract Performance	E-1
SPE	2	Definitions	E-1
SPE	3	Reference to Gender	E-2
SPE	4	Coordination with Station	E-3
SPE	5	Release of Information	E-3
SPE	6	Key Personnel	E-4
SPE	7	Permits and Licenses	E-5
SPE	8	Compliance with Codes and Standards	E-5
SPE	9	Document Library	E-6
SPE	10	Preservation of Historical and Archeological Data	E-6
SPE	11	Qualification of Designers	E-7
SPE	12	Timely Response	E-7
SPE	13	Ownership of Original Documents	E-7
SPE	14	Liability	E-7
SPE	15	Asbestos	E-8

# GENERAL PROVISIONS

52.2	252-2	Clauses Incorporated By Reference. Alternate I (FEB 1998)	GP-1
52.21	16-1	Type of Contract (APR 1984)	GP-4
52.23	32-33	Mandatory Information for Electronic Funds  Transfer Payment (AUG 1996)  (AND)  ACH Vendor/Miscellaneous Payment Enrollment Form	GP-5 GP-9
52.23	36-22	Design Within Funding Limitations. (APR 1984)	GP-10
852	2.236-7	76Correspondence (APR 1984)	GP-10
		A/E CONTRACT PROCEDURES	
CP	$\mathbf{P}_{1}$	or Architect-Engineer to Follow in Engaging rofessional Services as a Reimbursable Item Under heir Contract	Procedures CP-1
CP	2 D	Procedure for Submittal by Architect-Engineers of Monthly resign1 Progress Report	CP-3
CP	3 Pa	Procedure for Submittal By Architect-Engineer of Invoice for ayment	CP-4
CP	4	Procedure for Computation of Building Gross Area	CP-6
CP		Procedures for Architect-Engineer to Follow to Obtain pproval of Reimbursable Items Not of a Professional ature and Prints of Reproducible Prints	CP-8
CP	6	Memorandum of Agreement	CP-9

# ATTACHMENTS

- I A/E's Estimate of Adjustment in Contract Amount
- II Release of Claims

### SPECIAL PROVISIONS

# ARTICLE A SCHEMATICS

## SPA 1 DESCRIPTION OF TASK

- (a) General Scope. The A/E shall review the program materials furnished by the VA and all prior submissions to ascertain the requirements of this phase of the work and shall prepare Schematic Documents illustrating the scale and relationship of project components for review and approval of the VA as further described in the applicable booklets listed in Supplement B which detail the minimum requirements for various A/E submissions. The A/E shall be responsible for the professional quality and technical accuracy of all of the documents it prepares. Services under this phase shall include but not be limited to the following:
  - (1) Contract Administration
  - (2) All requirements as defined in the A/E Submission Instructions for Major New Facilities, Additions, & Renovations for Schematics, Design Development and Construction Documents [Program Guide, PG-18-15, Volume B dated March 1997].
- (b) Quality Assurance/Quality Control (QA/QC). In an effort to reduce construction change orders due to design errors and omissions, VA Office of Construction Management has initiated a Quality Assurance/Quality Control program. The A/E shall develop, execute and demonstrate that the project plans and specifications have gone through a rigorous review and coordination effort. The requirements are as follows:

- (1) **Fee Proposal:** The A/E shall provide an outline of the actions that the firm will take during the design process along with its associated fee.
- (2) **2** Weeks after the NTP: The A/E shall submit a detailed QA/QC Plan describing each step that will be taken during the development of the various phases of design. Each step should have an appropriate space where a senior member of the firm can initial and date when the action has been completed.
- (3) **100% Submittal:** The A/E shall submit the completed QA/QC Plan along with the latest marked-up documents (plans, specifications, etc.) necessary to ensure that a thorough review and coordination have been completed.

# SPA 2 ADDITIONAL REQUIREMENTS

- (a) VA Supplied Data. All VA Supplied data shall be coordinated and any variations in design shall be justified in a written report.
- (b) Resubmission of the Work. In each submission the A/E shall resubmit the materials specified in the prior submissions, revised according to the comments made by the VA resulting from the prior review(s).
- (c) VA Standards. The A/E shall use the VA Construction Standards in preparing Schematics for the project. However, should the A/E determine that a deviation from such standards and specifications is necessary or beneficial to the Government, he shall promptly submit a request in writing to the Contracting Officer for permission to make the deviation. The request shall include an explanation of the specific reasons for the desired change and benefits expected.
- (d) Accuracy of Planning Information. The A/E shall visit the project site to investigate the information shown on the Government-Furnished drawings, record (as-built) drawings and other planning documents which are part of this contract. This information is the best available but the Government does not guarantee its accuracy or completeness. The A/E investigation of field conditions shall be performed in a competent professional manner in accordance with the Architectural Design Manual PG 18-10.

- (e) Discrepancies in Planning Information. The A/E shall promptly report to the Contracting Officer in writing any discrepancies between this contract and the planning information provided by the Government. The A/E shall make no adjustments for this work due to the discrepancy before the Contracting Officer has reviewed the matter and forwarded his determination to the A/E. The A/E's failure to report any such discovered discrepancy or to wait for Contracting Officer's determination shall be at his risk and expense.
- (f) Reviews. The number of VA reviews of the work shall be as indicated in the Submission and Completion Schedule under Article entitled "Submission and Completion Schedule". VA review of the A/E's work product shall not be construed by either party to relieve the A/E from its professional responsibility to execute drawings, specifications and other work submissions with due care and in accordance with acceptable professional standards.

### SPECIAL PROVISIONS

# ARTICLE B COMPENSATION AND PAYMENTS

## SPB 1 FIXED FEE FOR A/E SERVICES

- (a) The A/E shall provide all professional services necessary for the accomplishment of the project as further described in material listed in Supplement B.
- (b) The A/E shall review the program and all material furnished by the VA as a part of this contract to ascertain the full requirements of the project and shall provide all professional services to accomplish these requirements. The A/E shall be responsible for the professional quality and technical accuracy of the professional services being provided under this contract.
- (c) Periodic payments shall be made as described in the Schedule of Payments for A/E services.
- (d) The Government shall pay the A/E a fixed fee for each section of each phase of the work, as indicated in the Schedule of Payments below, which shall be full compensation for all services and materials expended for that aspect of work in the execution of the contract. Each section of the work shall be considered a distinct, separate and several part of the contract. The VA shall, at its option have the right to separately authorize any and all sections of the work upon written notice to the A/E. The total fixed fee for all work under this contract is \$

## SCHEDULE OF PAYMENTS

A/E SERVICES
Schematics\$
TOTAL AMOUNT FOR ALL WORK UNDER THIS CONTRACT \$

## SPB 2 ADJUSTMENT IN THE CONTRACT AMOUNT DUE TO CHANGES

Adjustments of contract fee shall be determined by negotiations before performing the work. The A/E shall submit in advance of performing additional work a detailed breakdown of his/her proposal for the changed work in the form established by A/E's Estimate of Adjustment in Contract Amount, Explanatory Notes (Attachment I). The contractor shall not be entitled to any additional fee for services rendered without the prior written authorization of the Contracting Officer. See FAR 52.243-1 CHANGES – FIXED-PRICE, ALTERNATE III (APR 1984).

# SPB 3 CHANGES – FIXED-PRICE (AUG 1987) (FAR 52.243-1 including Alternate III (APR 1984))

- (a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed.
- (b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.
- (c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.
- (d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.
  - (e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
  - (f) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the Contracting Officer.

## SPB 4 SCHEDULE OF PAYMENTS FOR A/E SERVICES

- (a) Schematics. The Government will compensate the A/E for each phase of the work and in the amount stated as outlined in this Article SPB-1, above on a monthly payment basis except as otherwise stated below. The amount due will be determined by the A/E submittals of an estimate of the amount and value of the work and services performed. Payment shall be for the full amount due less any previous payment and will be based upon the Contracting Officer's review and approval of the A/E's invoice. Invoices shall be prepared and submitted in accordance with CP-3.
- (b) Reduction of Payments. Should the A/E fail to meet the contractual design schedule or should he submit incomplete or unsatisfactory review material the Contracting Officer shall omit or reduce the payments until the deficiency has been remedied. The withholding of any amount and subsequent payment thereof to the A/E shall not constitute a waiver of any rights accruing to the A/E or the Government under this contract or at law.
- (c) Final Payment. Upon completion and acceptance of the work under this contract, delivery of all required documents and delivery of an executed Release of Claims (Attachment II), the A/E will be paid the unpaid balance.
- (d) Release of Claims (Attachment II). Prior to the Final Payment under this contract or prior to settlement upon termination of the contract, and as a condition precedent thereto, the A/E shall execute and deliver to the Contracting Officer, a release of all claims against the Government arising under or by virtue of this contract, other than such claims, if any, as may be specifically excepted by the A/E from the operation of the release in stated amounts to be set forth therein.

# SPECIAL PROVISIONS

# ARTICLE C SUBMISSION AND COMPLETION SCHEDULE

# SPC 1 REVIEW AND COMPLETION SCHEDULE

(a) During the process of the work the Contracting Officer will conduct periodic reviews with the A/E. The A/E shall perform the work required within the limits of the following schedule. Professional Architects, Engineers and related design disciplines familiar with the work shall be provided, as directed by the Contracting Officer, to attend the VA reviews in the Washington, DC office of the Contracting Officer.

# SUBMISSION AND COMPLETION SCHEDULE

# ITEM DATE

VAMC and Contracting Officer not later than	?
Review Schematic Review Material with VAMC on	?
Review Schematic Review Material with  Contracting Officer on	9

Payment to be made in full upon completion and acceptance of work required under this contract.

(b) The Contracting Officer may schedule additional VA Review(s) should he determine that such review(s) is required for satisfactory completion of the contracts. The A/E will be reimbursed for the additional trip(s) in accordance with Article "Reimbursements" unless the additional VA Review(s) was requested by him or caused by actions for which he is responsible.

## SPC 2 SUBMISSIONS FOR DESIGN REVIEW MATERIALS

- (a) For each Design Review the A/E shall submit to the Contracting Officer the material described in the applicable booklets listed in A/E Submission Instructions Program Guide PG-18-15 the minimum requirements for various A/E submissions. All prints shall be titled, arranged in numerical order and bound in sets. Metal prong fasteners shall not be used to bind drawings. The Final Design Review Material for each stage (Schematic) will be provided on CD-Rom.
- (b) Intermediate review calculations shall be complied by the A/E for each required submittal. All design calculations shall be indexed and bound separately.

# SPC 3 MEMORANDUMS OF AGREEMENT

At the end of each VA review or workshop that is conducted under this contract, representatives of VA and the A/E shall review the scope of work that (l) has been performed, (2) is in progress, and (3) is planned in the future. These representatives shall complete a Memorandum of Agreement after each scope review. For a sample of the required format of the agreement, together with implementation instructions, see CP 6 of this contract.

## SPC 4 RETENTION OF REVIEW DOCUMENTS

The A/E shall keep one copy of review documents containing VA remarks until final acceptance of the construction contract unless, prior to that time the VA directs the A/E to forward certain documents to the Government. The cost of forwarding documents to the Government shall be on a reimbursable basis. If the VA does not request review documents before final acceptance of the construction contract, the A/E may then dispose of such documents.

### SPC 5 MONTHLY DESIGN PROGRESS REPORT

By the fifteenth day of the reporting month the A/E shall submit to the Contracting Officer a progress report (See CP 2).

### SPECIAL PROVISIONS

# ARTICLE D REIMBURSEMENTS

## SPD 1 TRAVEL EXPENSES

- (a) Basis for Reimbursement: If the A/E is required to perform travel (other than such travel made at the A/E's own decision or caused by actions for which the A/E is responsible) in excess of travel required under this contract, as approved by the Contracting Officer, he will be reimbursed for transportation and other travel costs. Costs other than transportation (such as lodging, subsistence and related items) will be reimbursable on a per diem basis in lieu of the actual costs incurred.
- (b) The amount of per diem allowable shall be determined by the Contracting Officer on the basis of the comparable costs which would be allowed to an employee of the Federal Government performing similar travel in accordance with the Joint Travel Regulations in effect at the time of travel.
- (c) Travel by Privately Owned Vehicle. Travel by automobile or other privately owned vehicle, when authorized by the Contracting Officer, will be reimbursable at the rate provided for in the Joint Travel Regulations in effect at the time of travel.
- (d) Air Travel. Reimbursement for air travel will be allowable for first class accommodations only when less than first class accommodations are not reasonably available to meet the necessary contract requirements such as when less than first class would:
  - (1) require circuitous routing;
  - (2) require travel during unreasonable hours;
  - (3) greatly increase the duration of the flight;

- (4) result in additional costs which would offset the transportation savings; or
- (5) offer accommodations which are not reasonably adequate for the physical or medical needs of the traveler.

Full and complete justification is mandatory if reimbursement is requested on the basis of first class air travel.

(e) The A/E shall be reimbursed for the travel upon presentation of an invoice supported by receipts and other evidence of costs as appropriate.

# SPD 2 SITE SURVEYS, SUBSURFACE AND OTHER INVESTIGATIONS

The A/E shall arrange for and oversee the performance of topographic surveys, test borings, test pits, soil tests, subsurface exploration and other such investigations as he determines are required for the proper design of the project. Before such surveys and investigations are undertaken, the A/E shall secure the written approval of the Contracting Officer. After receiving the Contracting Officer's approval the A/E shall follow either CP 1 or CP 5. Expenditures for this work shall not exceed the authorized amount without prior written approval of the Contracting Officer. As soon as available, the A/E shall submit to the Contracting Officer the original drawings of topographic surveys and/or results of subsurface or other investigations. The Government shall reimburse the A/E for cost of such surveys and/or investigations

- (1) upon presentation by the A/E of an invoice therefore accompanied by executed receipts, and,
- (2) after receipt and acceptance by the Contracting Officer of the pertinent data, drawings and recommendations.

No mark-up or profit shall be allowed in computing this cost.

### SPECIAL PROVISIONS

# ARTICLE E GENERAL ITEMS

## SPE 1 EVALUATION OF A/E CONTRACT PERFORMANCE

The VA shall evaluate the overall performance of the A/E by professional discipline after completion of design and after construction. All evaluations shall include an narrative pointing out strengths and weaknesses as well as a numerical rating. The A/E shall be informed, in writing, by the Contracting Officer, of his overall performance denoting his strengths and weaknesses.

## SPE 2 DEFINITIONS

- (a) Contracting Officer: The services to be performed by the A/E under this contract are subject to the general supervision, direction, control and approval of the Contracting Officer. The Contracting Officer is also responsible for administering the construction contract for this project.
- (b) Project Manager: The Contracting Officer's central office representative responsible for administering the VEC, A/E, C/C and construction contracts under the immediate direction of the Contracting Officer.
- (c) Resident Engineer: The Contracting Officer's authorized representative at the construction site. When more than one Resident Engineer is assigned to a construction project one is designated as being in-charge and is called the "Senior Resident Engineer". The Resident Engineer is responsible for protecting the Government's interest in the execution of the construction contract work. His duties include surveillance of all construction work to assure compliance with the contract documents, interpretation of the contract documents, approval of changed work, approval of all submittals, samples, shop drawings, etc. The Resident Engineer may issue change orders to the Contractor within the limitations set forth in his delegation of authority from the Contracting Officer.

- (d) Construction Contractor: This term, as used herein, refers to the Contract(s) to perform the construction of the project.
- (e) Contractor: This term, as used herein, refers to the contractor under this contract or the A/E.
- (f) A/E: This term, as used herein, refers to the Architect-Engineer firm(s) that has contracted with the Government to perform the architect-engineer services described herein for compensation as set forth in the article entitled "Compensation and Payments", Clause SPB 1.
- (g) Station Director: The Chief Executive Office of the VA station or facility at which the project is to be constructed.
- (h) Construction Consultant (C/C): This term, as used herein, refers to the Construction Consultant firm(s) that has contracted with the Government to perform construction consulting services during the design and construction phase of this project under separate contract. The C/C and the A/E shall work in close cooperation with each other for the benefit of the Government.
- (i) Value Engineering Consultant (VEC): This term, as used herein, refers to the Value Engineering firms(s) that has contracted with the Government to perform the Value Engineering Services.
- (j) Special Consultants: This term, as used herein refers to any Special Consultant that has contracted with the A/E to perform work related to this project.

# SPE 3 REFERENCE TO GENDER

Whenever the masculine gender is used in the contract, it shall be considered to include both masculine and feminine gender.

# SPE 4 COORDINATION WITH STATION

Before starting any work on the VA station, the A/E shall consult with the Station Director and secure his permission to start the work. The A/E shall perform the work within the parameters established by the Station Director. He shall not interfere with the normal functioning of the station.

# SPE 5 RELEASE OF INFORMATION

The A/E shall not divulge or release any information, oral or written, (including electronic), developed or obtained in connection with performance of this contract or any possible construction based on the results thereof (including, but not limited to, reports, plans, specifications, location, time, estimated cost of construction or estimated VE savings) or except to authorized Government personnel or upon prior written approval of the Contracting Officer.

# SPE 6 KEY PERSONNEL

The A/E shall employ the following professional personnel to perform the services required under this contract. Such listing below shall also provide the individual's specific job title. No substitution will be made without the advanced written approval of the Contracting Officer after he has reviewed the proposed replacement's experience and qualifications record submitted by the A/E with explanation of the necessity for the change.

Principal-in-Charge	<u>Civil</u>
<u>Project Manager</u>	<u>Electrical</u>
<u>Architectural</u>	<b>Specifications</b>
Structural	Estimating
<u>Mechanical</u>	Interior Design
	<u>Other</u>

#### SPE 7 PERMITS AND LICENSES

The A/E shall, when requested, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits in connection with the performance of its services. The A/E shall, without additional expense to the Government, be responsible for assuring that the work is in the compliance with requirements of applicable codes, ordinances and regulations.

#### SPE 8 COMPLIANCE WITH CODES AND STANDARDS

- (a) Project construction as a whole shall comply with the Office of Facilities standards for construction that are listed in Supplement B of the contract. Portions of work that are not covered by the previously referenced standards shall comply with locally recognized national model codes for construction and special trades.
- (b) In the design of new building and alteration work under this contract, consider all requirements (other than procedural requirements) of -
  - (1) zoning laws, and
  - (2) laws relating to landscaping, open space, minimum distance of a building from the property line, maximum height of a building, historic preservation, and esthetic qualities of a building, and similar laws, of the State and local political division which would apply to the building if it were not to be constructed or altered by the U.S. Government.
- (c) The A/E shall consult with appropriate officials of the State or political subdivision, or both, in which plans in a timely manner for review by such officials for a reasonable period of time not exceeding 30 days. the A/E and VA shall give due considering to the recommendations of the referenced building officials. VA will also permit inspection by the officials described above during the construction period, in accordance with the customary schedule of inspections in the locality of the building construction. Such officials shall provide VA with a copy of the schedule before construction begins or give reasonable notice of their intention to inspect before conducting an inspection.

- (d) The A/E shall provide prompt, written notification to the Contracting Officer concerning -
  - (1) conflicts with, or
  - (2) recommended deviations from codes, laws, regulations, standards, and opinions of review officials as described above. No work altering the scope of this contract shall be undertaken prior to receipt of written approval of the Contracting Officer.
- (e) No action may be brought against the A/E or VA and no fine or penalty may be imposed for failure to carry out any of the previously described recommendations of State or local officials. VA and its contractors, including A/E, shall not be required to pay any amount for any action taken by a State or political division of a State in carrying out functions described in this article, including reviewing plans, issuing permits, and making recommendations.
- (f) The A/E shall advise the Contracting Officer of any variances with the applicable Department of Labor, Occupational Safety and Health Standards, for occupancy requirements.

#### SPE 9 DOCUMENT LIBRARY

The A/E shall establish a Document Library and therein have access to a copy of each Federal, VA, trade or other specification, standard, code or document that is quoted or referred to in this contract directly or by reference. The A/E shall provide working access to this library to other independent consultants of the VA upon request of the Contracting Officer.

#### SPE 10 PRESERVATION OF HISTORICAL AND ARCHEOLOGICAL DATA

Public Law 93-291 (93rd Congress) provides for the preservation of historical and archeological data (including relics and specimen) which might be lost due to alteration of the terrain of a site due to any Federal construction project. The A/E shall notify the Contracting Officer immediately upon discovery of any possible historical or archeological data that may warrant investigation. Any historical or archeological survey mitigation plan or salvage operation shall not be a part of this contract unless otherwise agreed.

#### SPE 11 QUALIFICATIONS OF DESIGNERS

The design of architectural, structural, mechanical, electrical, civil, or other engineering features of the work shall be accomplished by architects or engineers registered in a State or possession of the United States, or in Puerto Rico or in the District of Columbia.

#### SPE 12 TIMELY RESPONSE

As time is of the essence, the A/E shall perform all aspects of the work on this contract and take prompt action upon all the VA's requests. The VA shall state a time requirement if less than 15 days otherwise 15 days shall be the requested response time. If the scope of the required action is extensive, the A/E shall notify the Contracting Officer and request additional time, estimating the time needed to process the work. This request for additional time shall not relieve the A/E of his duty to process this work in a timely fashion.

#### SPE 13 OWNERSHIP OF ORIGNAL DOCUMENTS

All designs, drawings, specifications, notes, and other work developed in the performance of this contract shall be and remain the sole property of the Government and may be used on any other work without additional compensation to the Architect-Engineer. With respect thereto, the Architect-Engineer agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. The Architect-Engineer for a period of 3 years after completion of the project agrees to furnish and provide access to all retained materials (including electronic) on the request of the Contracting Officer. Unless otherwise provided in this contract, the Architect-Engineer shall have the right to retain copies all such materials beyond such period.

#### SPE 14 LIABILITY

The A/E shall be responsible for all damages to property or injuries to persons that occur as a result of his fault or negligence.

#### SPE 15 ASBESTOS

In conformance with VAAR 870.114, the Architect-Engineer shall not specify or approve any asbestos product or equipment or material containing asbestos products under this contract, unless no suitable substitutes are available. If suitable substances are not available, specific authority to specify or approval asbestos products and equipment or materials containing asbestos products must be obtained in writing from the Contracting Officer. The Architect-Engineer is specifically liable to the VA for any costs resulting from a failure to strictly comply with this paragraph.

#### A/E CONTRACT PROCEDURES

- CP 1 PROCEDURES FOR ARCHITECT-ENGINEER TO FOLLOW IN ENGAGING PROFESSIONAL SERVICES AS A REIMBURSABLE ITEM UNDER THEIR CONTRACT
  - (a) The A/E shall select at least three (3) professionally qualified firms to perform the needed services. He shall have each firm submit completed Standard Forms 254 and 255, U.S. Government Architect-Engineer Questionnaire. The A/E shall submit the three (3) qualified firms 254s and 255s to the VA for verification that the firms are acceptable and upon approval shall hold informal interviews with qualified firms. After an appraisal of each firms capabilities, availability to do the work within the scheduled time and other consideration of the written scope of professional work, the A/E shall list the firms in order of professional qualification and desirability. He shall next begin the negotiation stage with the firm considered most suitable, discussing the scope of work required and obtaining the amount of the firms lowest acceptable fee together with any applicable unit fees. No fee negotiations shall take place with any other qualified firm until fee negotiations with first qualified firm have been successfully negotiated or terminated.
  - (b) The A/E shall submit the following information to the Contracting Officer for his information and review:
    - (1) List of the three (3) qualified firms arranged in order of desirability together with Standard Form 254 and 255 and any other appropriate information.
    - (2) Copy of Scope of Professional Work describing nature of services to be performed.
    - (3) Name of the recommended firm with a brief justification for its selection and the amount of the lowest acceptable fee and unit fee(s) quoted by the recommended firm to perform the work.
    - (4) A/E's cost estimate of value of services to be performed.
  - (c) The Contracting Officer will review the A/E's submission and, if acceptable, he will authorize the A/E to contract for services. If found unacceptable, the A/E may be directed to:

- (1) Re-negotiate with the recommended firm to attempt to obtain a lower fee and failing to do this terminate negotiations, or
- (2) Terminate negotiations with the recommended firm and start negotiation with the next best qualified firm until a mutually acceptable fee is arrived at and the Contracting Officer authorizes the A/E to contract for the services.

# CP 2 PROCEDURE FOR SUBMITTAL BY ARCHITECT-ENGINEERS OF MONTHLY DESIGN PROGRESS REPORT

- (a) Purpose: The purpose of the Monthly Design Progress Report is to provide for the computation of amounts claimed for monthly payments for the services rendered under the A/E contract and to permit the processing of internal VA administrative progress reports.
- (b) Preparation: The A/E shall prepare and submit a report to the Contracting Officer in the format shown on the attached sample. The percentage completions reported shall be estimated as carefully as possible to the nearest round figure as of the last working day of the reporting month. The report shall be sent to ensure delivery not later than the fifteenth day of the reporting month.

### (c) Reporting Entries:

- (1) Architectural Drawings: Submit the percent completion for all architectural drawings including structural and site planning.
- (2) Mechanical Drawings: Submit the percent completion for all mechanical drawings including electrical, plumbing, heating, air conditioning, sanitary and equipment.
- (3) Overall Design Completion: In computing the overall design completion percentage the individual percentages will be weighted in accordance with their proportional part of the total project.

# **SAMPLE**

Contracting Officer (Insert Address)

(1115 \$1 \$1 10 01 \$55)		
I hereby certify that the following is p	percent completion of Schematics on b	peing
prepared for Project No	, Contract No,	located at
	·	
	Architectural drawings	%
	Mechanical drawings	<u></u>
	Overall Design Completion _	
Architect-Engineer		

# CP 3 PROCEDURE FOR SUBMITTAL BY ARCHITECT-ENGINEER OF INVOICES FOR PAYMENT

- (a) Invoice: The A/E shall prepare each invoice for payment for services rendered under the contract on his letterhead in the format shown on the attached sample and submit an original and three (3) copies of each invoice to the Contracting Officer. Invoices shall indicate the section of the contract under which payment is claimed, the pertinent service performed, the percentage of the service completed applied to the total contract amount for the service and the amount due. The invoice for payment for "Site Visits" shall be submitted as a package with the record of site visits made during the pertinent period certified by the Resident Engineer.
- (b) Reimbursable Items: Receipted statements in an original and two copies will be submitted by the A/E with each invoice for a reimbursable item that pertains to a service, material or product delivered to the A/E for the benefit of the VA within the terms of this contract. Where such items are reimbursable within the terms of the A/E's contract receipted statements are required as substantiation of the A/E's request (invoice) for payment of the reimbursable item. Refer to the contract for items to be submitted with, or prior to, submission of invoice.

	CP 3 Continued	
	To constitute a proper invoice, the invoice <b><u>must</u></b> include the followinformation:	ving
	SAMPLE	
	Invoice for Payment of Schematic	
	Date : Invoice #:	
	Contracting Officer (Insert Address)	
	FOR PROFESSIONAL SERVICES RENDERED TO DATE:	
	RE: A/E CONTRACT NOPROJECT NO STATION	
	Installment for (Month, Year)	
	A. Contract amount for Schematic plus related modifications that are to be paid based upon the percent of completed work, x percent completed = \$_	
	B. Completed modifications that are only to be paid for when all work has been completed and accepted by the Contracting Officer = \$	
	TOTAL AMOUNT EARNED \$ S PREVIOUS PAYMENTS \$ OUNT DUE \$	
LEIVE	Payment of the above amount now due is hereby requested.  Payee (NAME OF A/E)  Per (Signature)	

**NOTE**: Reimbursable Items shall be invoiced separately

#### CP 4 PROCEDURE FOR COMPUTATION OF BUILDING AREA

- 1. The A/E shall submit to the Contracting Officer a report of the gross area of his design at each of his submissions.
- 2. The A/E shall prepare the gross area computation as follows: Submit a small scale plan of each individual floor. Subdivide each floor into rectangles with each rectangle designated by a capital letter. List all the letters on one floor alphabetically. Clearly indicate length and width of each lettered area and the total square footage of each lettered area in tabular form. Show the sum of these areas as the "Designed Gross Area."
- 3. Area Computation: (See Diagram Below)
- 4. List of Computations:

First Floor			
Area	L.	W.	S.F.
A	X	Y	=s.f.
В	X	Y	=s.f.
CC	X	Y	=s.f.
Etc.	X	Y	=s.f.
Designed Gross Area for th	ne first floor:	s.f.	
(Similar computation for e	very floor)		
Recapitulation			
Basement			
1 <sup>st</sup> floor	s.f.		
2 <sup>nd</sup> floor	s.f.		
Penthouse	s.f.		
Total Designed		Target Gross	
Gross Area	s.f.	Square Footage	s.f.

- 5. Special areas to be considered:
  - a. Exterior Stacks and Chimneys

Count free standing masonry stacks only once. Exterior masonry stacks attached to the building are counted on each floor. Exterior stacks that are not enclosed in masonry are not counted.

b. Areas which are not counted in gross area:

Pipe basement or crawl space

Areaways, either grilled over or open

Cat-Walks

Outside ramps or steps (without cover)

Cooling towers

Exposed mechanical equipment enclosed with a screen wall but not roofed

Fuel tanks or pneumatic tanks placed underground

Oxygen storage tanks placed on a slab at ground level, enclosed by a fence or screen

Mezzanine or balcony in two-story rooms when mezzanine or balcony is a grille floor without equipment

Porches

Outside balconies

Areaways

Loading platforms Covered driveways Other roofed areas or passage without enclosing walls

CP 4 -- Continued

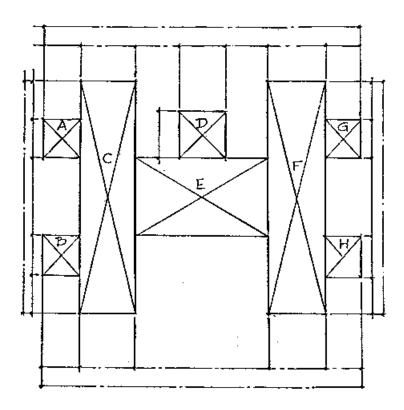


DIAGRAM SHOWING METHOD OF SUBDIVIDING BUILDING FOR GROSS AREA COMPUTATION

- CP 5 PROCEDURES FOR ARCHITECT-ENGINEERS TO FOLLOW TO OBTAIN APPROVAL OF REIMBURSABLE ITEMS NOT OF A PROFESSIONAL NATURE AND PRINTS OR REPRODUCIBLE PRINTS
  - (a) To obtain approval of reimbursable items referred to in Special Provisions, Article entitled, Reimbursements, and only when professional services are not part of these items, the A/E shall:
    - (1) Prepare specifications and drawings describing the items to be furnished.
    - (2) Obtain not less than three (3) bids stating the items, quantities, all other particular demands, unit prices and total prices for the particular items.
    - (3) Submit recommendation and request for authorization to the Contracting Officer for his review and approval. This submission will include:
      - (a) A copy of the specifications and, if required, plans describing the items to be furnished.
      - (b) A copy of each bid.
      - (c) A recommendation indicating the items to be furnished by the bidder, unit prices, total quantities, total lump sum price and the name of the firm recommended for the award of the contract.
  - (b) No obligations shall be incurred for work covered by this procedure until written approval of the Contracting Officer is received. Expenditures for this work shall not exceed the approved amount without prior written approval of the Contracting Officer.

CP 6 MEMORANDI	JM OF AGREEMENT
	REVIEW (e.g., lst dd, 2nd cd, etc.)
VAMC	(Project description)
PROJECT	NO
A/E CONT	RACT NO.
	E review, the A/E agrees that there are no changes to his contract work fee adjustment except as noted below by the A/E:
<u>ITEM</u> <u>AGREE/DISAGRE</u>	$\underline{\underline{\mathcal{E}}}$
contract for the noted advise the A/E as to be contract work. The him for extra work actissuance of a change of this agreement is to be days after	cer (CO) will process a change order or supplemental agreement to the A/E's items which the CO agrees are changes to the contract work. The CO will now to proceed on the noted items which the CO disagrees are changes to the A/E is reminded that the Department of Veterans Affairs will not compensate complished without the contractually required notification to the CO and the order or supplemental agreement.  The completed and signed by the A/E and returned to the CO within five work (date)*. If this form is not returned within five work days, the CO ere no changes in the A/E's contract work resulting from this review.
DATE	(title of signer) (firm name) (A/E)
Contracting Office DATE	

# \* Usually the date of exit meeting or the date of final review, if after exit meeting.

#### ATTACHMENT I

# A/E's ESTIMATE OF ADJUSTMENT IN CONTRACT AMOUNT EXPLANATORY NOTES

Adjustments in contract amount for changes in professional services beyond contract scope covered by FAR 52.243-1, CHANGES-FIXED PRICE, Alternate III (AUG 1987), and SPB 2, "Adjustment in Contract Amount Due to Changes," shall be computed and submitted in this format. The following explanatory notes relate to the preparation of Formats a & b.

#### FORMAT a:

Technical Supervision (Formats a & b)

Include only personnel directly supervising production of drawings, specifications, cost estimate and related work for the project, such as Group Captain, Job Captain, Squad Boss, etc. Do not include Top Management, Middle Management, and Lower Management personnel who are included in overhead.

Travel (Format a)

Travel covers cost of transportation relating to these changes in professional services beyond that required by the contract.

Columns (2), (3), (4) (Format a)

Summarize totals in Columns (2), (3) and (4) obtained from Format b. Use Format a for entering other professional service cost items.

Columns (5), (6), (7)

Use these columns for entering man-hours of personnel working on such items as design calculations, specifications and cost estimating.

#### FORMAT b:

Use for the analysis of estimated man-hours for changing or preparing drawings. Tabulate thereon the estimated man-hours for performing the work referenced in circled areas, Column (2), on specific drawings, Column (1). Also show the total number of man-hours for each type of work for each drawings, Column (8).

Include on Format b any explanation(s) that may be helpful in the review of the proposal.

#### Format b

### A/E's ESTIMATE OF ADJUSTMENT IN CONTRACT AMOUNT ANALYSIS OF ESTIMATED MANHOURS FOR DRAWINGS

		1		ECTIMATED	TIME IN	MANITOLIB	Sheetof
				ESTIMATED	TIME IN	MANHOUR S	
DWG. NO. (If new indicate thus: "new")	ITEM NO. (Circle on Drawing <u>1</u> /	CODE LETTER <u>2</u> / Of Work	Technical Supervision	Designer	Draftsman	Total	Total for Drawing
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
		TOTAL					

1/ Submit blueprints of drawings requiring revision, indicating the portion of drawings which need revision by circling the portion(s) and identifying each by numbering in Column (2) above.

2/ For Column (3) identify type of work by use of the following code:

Architectural Е Electrical Α

Site Planning Heating, Ventilating and Air Conditioning Η L

В Subsurface (Structural) G Steam Generation

Outside Steam Distribution D Structural

Sanitary DE Architectural Miscellaneous Detail

Equipment (Laboratory) Q FS Fallout Shelters Plumbing Other

# Format a A/E's ESTIMATE OF ADJUSTMENT IN CONTRACT AMOUNT - SUMMARY

	ESTIMATED TIME IN MANHOURS								
WORK CATEGORIES	Supervisor	Designer	Draftsman		Other (Specify)				
(1)	(2)	(3)	(4)	(5)	(6)	(7)			
Drawings (Data from Format b)									
Design Calculations: Structural									
Electrical									
Electrical									
Mechanical									
Selection of Equipment									
Revision of Equipment									
Architectural – Structural Specification									
Section Nos.									
Mechanical-Electrical Specification									
Section Nos.									
Construction Time Duties									
C-4 F-tim-tim-									
Cost Estimating									
TOTAL									
	TOT.	I GOGT DD	- LIVE OWN I						
	1017	AL COST BRI	EAKDOWN						
1. Supervisor hrs.	. @ \$	/h	r.\$						
2. Designer hrs		/}	r. \$						
	s. @ \$_	/1	nr. \$						
	s. @ \$_		hr. \$						
5. Other hr			hr. \$						
6. Other hr			hr. \$						
7. Total Design Costs (Lines 1 th	- · · · · -		Ψ,	\$					
8. Overhead & Profit @		f line 7)	\$	-					
9. Total (Lines 7 and 8)	Ψ								
10. Blueprinting <u>1</u> /			\$		Ψ				
11. Special Reproduction and Bind	ling 1/		\$						
12. Travel <u>1</u> /	····· 5 <u></u> /		\$						
13. Additional Item (Specify)			\$ \$		<del></del>				
14. Additional Item (Specify)			φ <b>(</b>						
15. GRAND TOTAL (Lines 9 thru			Þ						
13. OKAND TOTAL (LINES 9 IIII II	1 <del>1 7</del> <i>J</i>				Φ				

 $\underline{1}$ / Use additional blank sheets to explain blueprinting charges, specification reproduction and binding charges, travel charges, etc., and other categories of work requiring explanation.

# ATTACHMENT II

# **RELEASE OF CLAIMS**

For and in consi	
installment now	due by reason of performance of Contract No.
<u>.</u> dated	, the undersigned Architect-Engineer hereby releases and
discharges the U	Inited States of America from any and all claims arising under or
by virtue of said	contract, except as follows:
	(In this space describe and list in stated amounts excepted claims, if any; otherwise this release will be considered as free of all claims. If no claims
	reserved, insert NONE.)
	IESS WHEREOF, This release has been duly executed this
	JESS WHEREOF, This release has been duly executed this  day of
	JESS WHEREOF, This release has been duly executed this  day of
	JESS WHEREOF, This release has been duly executed this  day of
	JESS WHEREOF, This release has been duly executed this  day of
	JESS WHEREOF, This release has been duly executed this  day of
chitect-Engineer	IESS WHEREOF, This release has been duly executed this day of
	JESS WHEREOF, This release has been duly executed this  day of  BY:

		Title
(Print or type)		

# **ATTACHMENTS**

# **Department of Veterans Affairs**

# **ARCHITECT - ENGINEER FEE PROPOSAL**

The Paperwork Reduction Act of 1995 requires us to notify you that this information collection is in accordance with the clearance requirements of section 3507 of the Paperwork Reduction Act of 1995. We may not conduct or sponsor, and you are not required to respond to, a collection of information unless it displays a valid OMB number. We anticipate that the time expended by all individuals who must complete this form will average 4 hours. This includes the time it will take to read instructions, gather the necessary facts and fill out the form. This form or other agreed upon format, is used by VA Resident Engineers to supervise your work and verify the work progression so that you may be paid.

ESTIMATED NUMBER OF CONTRACT DRAWINGS			DATE OF PROPOSAL
DESCRIPTION	A/E	VA	
ARCHITECTURAL			PROJECT
SITE AND LANDSCAPING			
STRUCTURAL AND BORINGS			
SANITARY			
PLUMBING			
HEATING AND AIR CONDITIONING			NAME OF ARCHITECT/ENGINEER
ELECTRICAL			
TOTAL NUMBER OF DRAWINGS			

	TOTAL NUMBER OF DRAWINGS					
	PART I - PREPARATION OF CO			ND SPECIFICATION HOURLY		
LINE	A. SALARY COSTS		EMPLOYEE HOURS			OSTS
NO.	A. SALARI COSTS	A/E	VA	SALARIES	A/E	VA
	ARCHITECTURAL					
1A	SUPERVISORS			\$	\$	\$
1B	DESIGNERS					
1C	DRAFTERS					
1D	SPECIFICATION WRITERS					
1E	TYPISTS					
1F	ESTIMATORS					
1G						
1H						
11	SUB-TOTAL	-				
	SITE AND LANDSCAPING					
2A	SUPERVISORS					
2B	DESIGNERS					
2C	DRAFTERS					
2D	SPECIFICATION WRITERS					
2E	TYPISTS					
2F	ESTIMATORS					
2G						
2H						
21	SUB-TOTAL	-				
	STRUCTURAL AND BORINGS					
3A	SUPERVISORS					
3B	DESIGNERS					
3C	DRAFTERS					
3D	SPECIFICATION WRITERS					
3E	TYPISTS					
3F	ESTIMATORS					
3G						
3H						
31	SUB-TOTAL	-				
	SITE AND LANDSCAPING					
4A	SUPERVISORS					
4B	DESIGNERS					
4C	DRAFTERS					
4D	SPECIFICATION WRITERS					
4E	TYPISTS					
4F	ESTIMATORS					
4G						
4H						
41	SUB-TOTAL					Page 59

LINE	PART I - PREPARATION OF CON				- 3	EMPLOYE		HOURLY	COSTS		
NO.		A.	SALARY COSTS			A/E	VA	SALARIES	A/E	VA	
10.	PLUMBING					A/L	VA	JALANILO	A/L	VA	
5A		RVISORS						\$	\$	\$	
5B	DESIG							<b>*</b>	Ψ	Ψ	
5C	DRAF										
5D			WRITERS								
5E			WKIIEKS								
5E	TYPIS	ATORS									
	ESTIN	AIUKS									
5G											
5H				OUD T	TAL -						
51	LIFATING	ND AID (	CONDITIONING	SUB-TO	JIAL:						
_,			CONDITIONING								
6A		RVISORS									
6B	DESIG										
6C	DRAF										
6D			WRITERS								
6E	TYPIS							1			
6F	ESTIM	ATORS						1			
6G								1			
6H								<u> </u>			
61		_		SUB-TO	OTAL:						
	ELECTRICA										
7A		RVISORS									
7B	DESIG										
7C	DRAF	TERS									
7D	SPECI	FICATION	WRITERS								
7E	TYPIS	ΓS									
7F	ESTIM	ATORS									
7G											
7H				SUB-TO	OTAL:						
8A											
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8C											
8D											
8E											
8F											
8G											
8H											
81				SUB-TO	OTAL:						
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9A											
9B											
9C											
9D											
9E											
9F											
9G											
9H											
91				SUB-TO	OTAI ·	I	<u>I</u>	1			
-				200-10	- 17L		TOTAL	ALARY COSTS			
				B MISO	FIIANE	OUS SAL					
	D.E.O.	ION DEVE	W TRIBE							COSTS	
·		IGN REVIE			YEE-DAYS		EE-HOURS	HOURLY		COSTS	
	NO. REQUIRED	# DAYS	# PERS. REQUIRED	A/E	VA	A/E	VA	SALARIES	A/E	VA	
	SUPERVISORS							+	+		
11C	DESIGNERS	1						-			
	DRAFTERS										

			E	B. MISCE	LLANEO	US SALA	ARY COS	ΓS (Continued)		
LINE	DESIGN REVIEW TRIPS			EMPLOY	EE-DAYS	EMPLOYI	EE-HOURS	HOURLY	COSTS	
NO.	NO. REQUIRED	# DAYS	# PERS. REQUIRED	A/E	VA	A/E	VA	SALARIES	A/E	VA
11F								\$	\$	\$
11G										
11H			SUB-TOTAL:							
	DESIGN	STAFF	SITE TRIPS							
12A	NO. REQUIRED									
12B	SUPERVISORS									
12C	DESIGNERS									
12D										
12F			SUB-TOTAL:							
	PRE-BID(	(CPM) C	ONFERENCE							
13A										
13B	NO. REQUIRED									
13C	SUPERVISORS									
13D	DESIGNERS									
13E										
13F			SUB-TOTAL:							
	ANSWERING IN	Q. & ISSL	ING AMENDMENTS							
14A	SUPERVISORS									
14B	DESIGNERS									
14C	DRAFTERS									
14D	SPEC WRITERS									
14E	TYPISTS									
14F										
14G										
14H			SUB-TOTAL:							
15								LARY COSTS		
16							OSTS (Lines	10+15)		
17					OVERHEA	AD:	% OF	LINE 16		
18					PROFIT:					
19					TOTAL SA	ALARY PR	ROPOSALS	(Lines 16+17)		
					C IN	CIDENT	AL COSTS	2		

#### C. INCIDENTAL COSTS

LINE	DESIG	N REVIE	W TRIPS	EMP.	TRIPS	TRAVE	COSTS	ЕМР	. DAYS	PER	DIEM	С	OSTS
NO.	NO. REQUIRED	# DAYS	# PERS. REQUIRED	A/E	VA	A/E	VA	A/E	VA	A/E	VA	A/E	VA
20A	FIRST					\$	\$			\$	\$	\$	\$
20B	SECOND												
20C	THIRD												
20D	FOURTH												
20E													
20F													
20G			SUB-TOTAL:										
	DESIGN		1										
21A	NO. REQUIRED												
21B	SUPERVISORS												
21C	DESIGNERS												
21D													
21E													
21F			SUB-TOTAL:										
	PRE-BID(	SUB-TOTAL:  CPM) CONFERENCE											
22A	NO. REQUIRED												
22B	SUPERVISORS												
22C	DESIGNERS												
22D													
22E													
22F			SUB-TOTAL:										

		C. IN	CIDE	INTAL C	ontinued)							
LINE					L COSTS		. DAYS		DIEM		OSTS	
NO.		A/E	VA	A/E	VA	A/E	VA	A/E	VA	A/E	VA	
23A				\$	\$			\$	\$	\$	\$	
23B												
23C												
23D												
23E	SUB-TOTAL:											
23F	30B-101AL.											
24A												
24B												
24C												
24D												
24E												
24F	SUB-TOTAL:											
241	OOD TOTAL.			l	1				1		L	
25A												
25B												
25C												
25D												
25E												
25F	SUB-TOTAL:											
											1	
26A												
26B												
26C												
26D												
26E												
26F	SUB-TOTAL:											
				1	'				1			
27A												
27B												
27C												
27D												
27E												
27F	SUB-TOTAL:											
			•									
28A												
28B												
28C												
28D												
28E												
28F	SUB-TOTAL:											
					_			_	_	_	_	
29A												
29B												
29C												
29D												
29E												
29F	SUB-TOTAL:											
30					TOTA	LINC	IDEN	TAL COS	STS:	\$	\$	
31				*TOTA	L PROPO					\$	\$	

\*NOTE: This part of the fee is that which falls within the 6% limitation. See VAAR Section 836.606-73 for definitive information.

### REMARKS

LINE	PART II - CONSTRUCTIO			HOURLY	20272		
NO.	A. SHOP DRAWINGS, SUBMITTALS, ETC		E HOURS	HOURLY SALARIES		OSTS	
NO.	SALARY COSTS ARCHITECTURAL	A/E	VA	SALARIES	A/E	VA	
32A	SUPERVISORS			\$	\$	\$	
32B	DESIGNERS			Ψ	Ψ	<b>4</b>	
32C	DRAFTERS						
32D	SPECIFICATION WRITERS						
32E	TYPISTS						
32F	ESTIMATORS						
32G	EO TIME CT OT CO						
32H	SUB	3-TOTAL:					
52	SITE AND LANDSCAPING				-		
33A	SUPERVISORS						
33B	DESIGNERS						
33C	DRAFTERS						
33D	SPECIFICATION WRITERS						
33E	TYPISTS						
33F	ESTIMATORS						
33G							
33H	SUB	3-TOTAL:	+	-			
	STRUCTURAL AND BORINGS				-	'	
34A	SUPERVISORS						
34B	DESIGNERS						
34C	DRAFTERS						
34D	SPECIFICATION WRITERS						
34E	ESTIMATORS						
34F							
34G	SUB	3-TOTAL:	•	•			
	SANITARY					'	
35A	SUPERVISORS						
35B	DESIGNERS						
35C	DRAFTERS						
35D	SPECIFICATION WRITERS						
35E	ESTIMATORS						
35F							
35G	SUB	3-TOTAL:					
	PLUMBING		T				
36A	SUPERVISORS						
36B	DESIGNERS						
36C	DRAFTERS						
36D	SPECIFICATION WRITERS						
36E	ESTIMATORS						
36F							
36G		3-TOTAL:					
	HEATING AND AIRCONDITIONING						
37A	SUPERVISORS				+		
37B	DESIGNERS				+		
37C	DRAFTERS				+		
37D	SPECIFICATION WRITERS						
37E	ESTIMATORS						
37F	A.I.T.	TOTAL			+		
37G		3-TOTAL:					
,	ELECTRICAL						
38A	SUPERVISORS						
38B	DESIGNERS						
38C	DRAFTERS				+		
38D	SPECIFICATION WRITERS				+		
38E	ESTIMATORS				+		
38F	CUD	B-TOTAL:	-	1	+		
38G A FORM	10-6298	O-TOTAL:					

	PART II - CONSTR			RVICES					
LINE	A. SHOP DRAWINGS, SUBMITTALS, ETC	EMPLOYE	E HOURS	HOURLY	COSTS				
10.	SALARY COSTS	A/E	VA	SALARIES	A/E	VA			
					1.				
39A				\$	\$	\$			
39B 39C									
39D									
39E									
39F									
39G	SUB-TOTAL:			1					
000									
40A									
40B									
40C									
40D									
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40F									
40G	SUB-TOTAL:								
41			TAL SALAR						
	B. RECORD (AS BUILT) DRAWINGS AND SPECIFICATIONS		E HOURS	HOURLY	(	COSTS			
	SALARY COSTS	A/E	VA	SALARIES	A/E	VA			
	ARCHITECTURAL			\$	\$	\$			
42A	SUPERVISORS								
42B	DESIGNERS								
42C	DRAFTERS								
42D	SPECIFICATION WRITERS								
42E									
42F									
42G	SUB-TOTAL:								
	SITE AND LANDSCAPING								
43A	SUPERVISORS								
43B	DESIGNERS								
43C	DRAFTERS								
43D	SPECIFICATION WRITERS								
43E 43F									
43F 43G	SUB-TOTAL:								
436	STRUCTURAL AND BORINGS								
44A	SUPERVISORS								
44B	DESIGNERS								
44C	DRAFTERS								
44D	SPECIFICATION WRITERS								
44E	OF EDITION WITTERS								
44F									
44G	SUB-TOTAL:		+	+					
	SANITARY								
45A	SUPERVISORS								
45B	DESIGNERS								
45C	DRAFTERS								
45D	SPECIFICATION WRITERS								
45E	ESTIMATORS								
45F									
45G	SUB-TOTAL:								
-	PLUMBING			T					
46A	SUPERVISORS								
46B	DESIGNERS								
46C	DRAFTERS								
46D	SPECIFICATION WRITERS								
46E									
46F									
46G	SUB-TOTAL:					Page 64 of			

LINIT				ONSTRUC					URLY	COSTS			
NO.	B. RECORD (AS BUILT) DRAWINGS AN SALARY COSTS (Contin			ICATIONS	A/E		URS VA	+	URLY ARIES	A/E	CU313	VA	
NU.	HEATING AND AIR CONDITIONING	.ueu)			A/E		•^	JAL	AINILO	AIE		*^	
47A	SUPERVISORS							\$		\$	\$		
47B	DESIGNERS							_					
47C	DRAFTERS												
47D	SPECIFICATION WRITERS												
47E													
47F													
47G		SL	JB-TO	OTAL:									
	ELECTRICAL					1							
48A	SUPERVISORS												
48B	DESIGNERS												
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48D	SPECIFICATION WRITERS												
48E													
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40.4		SL	nR-I(	OTAL:									
49A													
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50A													
50B													
50C													
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50F		SL	JB-TO	OTAL:									
51					1	OTAL	. SALA	RY COST	S:				
52				TOTAL	SALARY	COST	S (Line	s 41 + 51	):				
53							C	VERHEA	.D:				
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55		_		AL LABOR		T ,		· ·					
	C. INCIDENTAL COSTS		TRIPS				P. DAYS		DIEM		COSTS		
		A/E	VA	A/E	VA	A/E	VA	A/E	VA	A/E		VA	
56A		+		\$	\$			\$	\$	\$	\$		
56B													
56C 56D		+											
56E	SUB-TOTAL:												
JUL	SOB-TOTAL.	+											
57A		+											
57B		1											
57C													
57D													
57E	SUB-TOTAL:												
58A													
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58E	SUB-TOTAL:												
					TOT		A \ / E I			1			
59 60					L PROPOS			COSTS:					

PART III - SITE VISITS  LINE A SALABY COSTS  EMPLOYEE TRIPS TOTAL HOURS HOURLY COSTS														
LINE	A. SAL	ARY COSTS		EMI	PLOY	EE TRIPS	TOTAL	HOU	RS	но	URLY	(	COSTS	
NO.				Α	/E	VA	A/E	VA	١	SAL	ARIES	A/E		VA
	PRE-CONSTR	RUCTION CONFE	RENCE					ı						
61A	NO. VISITS	NO. DAYS	EMP. PER DAY											
OIA														
		SITE VISITS										1		
61B	NO. VISITS ONE	E EMPLOYEE-DAY	EACH											
		TE A/C INSPECT												
61C	NO. INSP.	NO. DAY EACH	EMP. PER DAY											
	FINAL INSPE	CTION												
045		-	TEC DED DAY											
61D	NO. DAYS	EMPLOYE	EES PER DAY											
615														
61E														
61F														
011														
62							SALARY C	OSTS		SITE V	ICITC:			
63								RHEAD		% OF LI				
64							OVLI	VI ILAL	<i>J</i> .		OFIT:			
65						TOTAL SA	ALARY CO	STS (I	ines f					
-00				EMD	. TRIP		L COSTS		. DAYS		DIEM	COSTS		
	A. SA	LARY COSTS			A/E VA A/E VA A/E VA A/E VA					A/E VA				
	PRE-CONST	TRUCTION CO	NFERENCE	A/L	٧٨.	A/L	VA	AIL	VA	- A/L	_ VA			
65A	NO. VISITS	NO. DAYS	EMP. PER DAY											
		SITE VISITS												
66B	NO. VISITS ON	EMPLOYEE-DAY	EACH											
	INTERMEDI	ATE A/C INSP	ECTIONS											
66C	NO. INSP.	NO. DAY EACH	EMP. PER DAY											
	FINAL INSP	ECTION												
66D	NO. DAYS	EMPLOYEE	S PER DAY											
											1	1		
66E														
66F														
67										RAVEL C				
68						POSAL FO				Lines 65	+ 67):			
	*54571.04	21172467 22				PITULATION		PRC	POS	ALS		•		
69		ONTRACT DRA				_	_ine 31):					\$	\$	
70		ONSTRUCTION										\$	\$	
71	PART III - SI		AT \$		R VI	511							•	
70		R A MAXIMUN			60 T	60/1						\$ \$	\$ \$	
72 *NOT		TAL A/E PROF	-			-	ion Cool	/A A D	Coot	ion 026 (	COC 72 for	T	T	tion
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compl	ete, and current as	of This certificati												
the pro	oposal.			Name	9					Title				
Signat	ure									Date of Ex	ecution		Pa	ge 66 of

	k the certification below which is applicable to their enterprise, and if required	I, provide the necessary
substantiating information.	FICATION OF CONCURRENT SUBMISSION OF DISCLOSURE STATEMENTS	
<b>_</b>	t of the proposal under this solicitation, copies of the Disclosure Statements as follows: (i)	Original and one copy
	py to the cognizant contract auditor; and (iii) one copy to the Cost Accounting Standards I	
NW, Washington, DC 20548		
DATE OF DISCLOSURE STATEMENT	NAME AND ADDRESS OF COGNIZANT CONTRACTING OFFICERS	S WHERE FILED
The offeror further certifies that practices used	in estimating costs in pricing this proposal are consistent with the cost accounting practic	ces in the Disclosure Statements.
	☐ CERTIFICATION OF MONETARY EXEMPTION	
The offeror hereby certifies that, together with all d	ivisions, subsidiaries, and affiliates under common control, they did not (1) receive a single CAS-o	covered contract
award if \$10 million ore more; (2) Receive \$10 mill	ion or more in CAS-covered contract awards during its preceding accounting period; (3) Receive	less than \$10 million
in CAS-covered contract awards during its precedi	ng cost accounting period but such awards were 10 percent or more of total sales.	
☐ CERTIF	FICATION OF PREVIOUSLY SUBMITTED DISCLOSURE STATEMENTS	
The offeror hereby certifies that the Disclosure	Statements were filed as follows:	
DATE OF DISCLOSURE STATEMENT	NAME AND ADDRESS OF COGNIZANT CONTRACTING OFFICERS	S WHERE FILED
The offeror hereby certifies that practices used	in estimating costs in pricing this proposal are consistent with the cost accounting practi	ces disclosed in this Disclosure Statemen
CONCUR - SIGNATURE AND TYPED NAM	IE OF ARCHITECT - ENGINEER	DATE
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Raymond Tomori		
DISTRIBUTION:(082A)-CC: AE and F	Proposed File	Page 67 of 89

### ARCHITECT-ENGINEER QUALIFICATIONS

Public reporting burden for this collection of information is estimated to average a total of 29 hours per response (25 hours for Part 1 and 4 hours for Part 2), including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVA), Regulatory and Federal Assistance Publications Division, GSA, Washington, DC 20405.

OMB No.:

9000-0157

Federal agencies use this form to obtain information from architect-engineer (A-E) firms about their professional qualifications. Federal agencies select firms for A-E contracts on the basis of professional qualifications as required by the Brooks A-E Act (40 U.S.C. 1101 - 1104) and Part 36 of the Federal Acquisition Regulation (FAR).

The Brooks A-E Act requires the public announcement of requirements for A-E services (with some exceptions provided by other statutes), and the selection of at least three of the most highly qualified firms based on demonstrated competence and professional qualifications according to specific criteria published in the announcement. The Act then requires the negotiation of a contract at a fair and reasonable price starting first with the most highly qualified firm.

The information used to evaluate firms is from this form and other sources, including performance evaluations, any additional data requested by the agency, and interviews with the most highly qualified firms and their references.

#### **GENERAL INSTRUCTIONS**

Part I presents the qualifications for a specific contract.

Part II presents the general qualifications of a firm or a specific branch office of a firm. Part II has two uses:

- 1. An A-E firm may submit Part II to the appropriate central, regional or local office of each Federal agency to be kept on file. A public announcement is not required for certain contracts, and agencies may use Part II as a basis for selecting at least three of the most highly qualified firms for discussions prior to requesting submission of Part I. Firms are encouraged to update Part II on file with agency offices, as appropriate, according to FAR Part 36. If a firm has branch offices, submit a separate Part II for each branch office seeking work.
- 2. Prepare a separate Part II for each firm that will be part of the team proposed for a specific contract and submitted with Part I. If a firm has branch offices, submit a separate Part II for each branch office that has a key role on the team.

#### INDIVIDUAL AGENCY INSTRUCTIONS

Individual agencies may supplement these instructions. For example, they may limit the number of projects or number of pages submitted in Part I in response to a public announcement for a particular project. Carefully comply with any agency instructions when preparing and submitting this form. Be as concise as possible and provide only the information requested by the agency.

#### **DEFINITIONS**

Architect-Engineer Services: Defined in FAR 2.101.

Branch Office: A geographically distinct place of business or subsidiary office of a firm that has a key role on the team.

**Discipline:** Primary technical capabilities of key personnel, as evidenced by academic degree, professional registration, certification, and/or extensive experience.

Firm: Defined in FAR 36.102.

Key Personnel: Individuals who will have major contract responsibilities and/or provide unusual or unique expertise.

#### **SPECIFIC INSTRUCTIONS**

#### Part I - Contract-Specific Qualifications

Section A. Contract Information.

- 1. Title and Location. Enter the title and location of the contract for which this form is being submitted, exactly as shown in the public announcement or agency request.
- 2. Public Notice Date. Enter the posted date of the agency's notice on the Federal Business Opportunity website (FedBizOpps), other form of public announcement or agency request for this contract.
- 3. Solicitation or Project Number. Enter the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request for this contract.

Section B. Architect-Engineer Point of Contact

4-8. Name, Title, Name of Firm, Telephone Number, Fax (Facsimile) Number and E-mail (Electronic Mail) Address. Provide information for a representative of the prime contractor or joint venture that the agency can contact for additional information.

Section C. Proposed Team.

9-11. Firm Name, Address, and Role in This Contract. Provide the contractual relationship, name, full mailing address, and a brief description of the role of each firm that will be involved in performance of this contract. List the prime contractor or joint venture partners first. If a firm has branch offices, indicate each individual branch office that will have a key role on the team. The named subcontractors and outside associates or consultants must be used, and any change must be approved by the contracting officer. (See FAR Part 52 Clause "Subcontractors and Outside Associates and Consultants (Architect-Engineer Services)".) Attach an additional sheet in the same format as Section C if needed.

Section D. Organizational Chart of Proposed Team.

As an attachment after Section C, present an organizational chart of the proposed team showing the names and roles of all key personnel listed in Section E and the firm they are associated with as listed in Section C.

Section E. Resumes of Key Personnel Proposed for This Contract.

Complete this section for each key person who will participate in this contract. Group by firm, with personnel of the prime contractor or joint venture partner firms first. The following blocks must be completed for each resume:

- 12. Name. Self-explanatory.
- 13. Role in This Contract. Self-explanatory.
- 14. Years Experience. Total years of relevant experience (block 14a), and years of relevant experience with current firm, but not necessarily the same branch office (block 14b).
- 15. Firm Name and Location. Name, city and state of the firm where the person currently works, which must correspond with one of the firms (or branch office of a firm, if appropriate) listed in Section C.

- 16. Education. Provide information on the highest relevant academic degree(s) received. Indicate the area(s) of specialization for each degree.
- 17. Current Professional Registration. Provide information on current relevant professional registration(s) in a State or possession of the United States, Puerto Rico, or the District of Columbia according to FAR Part 36.
- 18. Other Professional Qualifications. Provide information on any other professional qualifications relating to this contract, such as education, professional registration, publications, organizational memberships, certifications, training, awards, and foreign language capabilities.
- 19. Relevant Projects. Provide information on up to five projects in which the person had a significant role that demonstrates the person's capability relevant to her/his proposed role in this contract. These projects do not necessarily have to be any of the projects presented in Section F for the project team if the person was not involved in any of those projects or the person worked on other projects that were more relevant than the team projects in Section F. Use the check box provided to indicate if the project was performed with any office of the current firm. If any of the professional services or construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description and Specific Role (block (3)).
  - Section F. Example Projects Which Best Illustrate Proposed Team's Qualifications for This Contract.

Select projects where multiple team members worked together, if possible, that demonstrate the team's capability to perform work similar to that required for this contract. Complete one Section F for each project. Present ten projects, unless otherwise specified by the agency. Complete the following blocks for each project:

- 20. Example Project Key Number. Start with "1" for the first project and number consecutively.
- 21. Title and Location. Title and location of project or contract. For an indefinite delivery contract, the location is the geographic scope of the contract.
- 22. Year Completed. Enter the year completed of the professional services (such as planning, engineering study, design, or surveying), and/or the year completed of construction, if applicable. If any of the professional services or the construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description of Project and Relevance to This Contract (block 24).
- 23a. Project Owner. Project owner or user, such as a government agency or installation, an institution, a corporation or private individual.
- 23b. Point of Contact Name. Provide name of a person associated with the project owner or the organization which contracted for the professional services, who is very familiar with the project and the firm's (or firms') performance.
  - 23c. Point of Contract Telephone Number. Self-explanatory.
- 24. Brief Description of Project and Relevance to This Contract. Indicate scope, size, cost, principal elements and special features of the project. Discuss the relevance of the example project to this contract. Enter any other information requested by the agency for each example project.
- 25. Firms from Section C Involved with This Project. Indicate which firms (or branch offices, if appropriate) on the project team were involved in the example project, and their roles. List in the same order as Section C.
  - Section G. Key Personnel Participation in Example Projects.

This matrix is intended to graphically depict which key personnel identified in Section E worked on the example projects listed in Section F. Complete the following blocks (see example below).

- 26. and 27. Names of Key Personnel and Role in This Contract. List the names of the key personnel and their proposed roles in this contract in the same order as they appear in Section E.
- 28. Example Projects Listed in Section F. In the column under each project key number (see block 29) and for each key person, place an "X" under the project key number for participation in the same or similar role.
- 29. Example Projects Key. List the key numbers and titles of the example projects in the same order as they appear in Section F.

Section H. Additional Information.

30. Use this section to provide additional information specifically requested by the agency or to address selection criteria that are not covered by the information provided in Sections A-G.

Section I. Authorized Representative

31. and 32. Signature of Authorized Representative and Date. An authorized representative of a joint venture or the prime contractor must sign and date the completed form. Signing attests that the information provided is current and factual, and that all firms on the proposed team agree to work on the project. Joint ventures selected for negotiations must make available a statement of participation by a principal of each member of the joint venture.

33. Name and Title. Self-explanatory.

SAMPLE ENTRIES FOR SECTION G (MATRIX)

26. NAMES OF KEY PERSONNEL (From Section E, Block 12) 27. ROLE IN THIS CONTRACT (From Section E, Block 13) 28. EXAMPLE PROJECTS LISTED IN SECTION F Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.

			1		2		3	4	5		6
Jane A. Smith	Chief Architect	Χ		Χ				, ! !	! !	) ! !	, ,
Joseph B. Williams	Chief Mech. Engineer	Χ	Χ	Χ	Χ	,		, ! !	,-	; ;	
Tara C. Donovan	Chief Elec. Engineer	Χ	Χ	<u>.</u>	Χ			! !	: :		

29. EXAMPLE PROJECTS KEY

NO.	TITLE OF EXAMPLE PROJECT	NO.	TITLE OF EXAMPLE PROJECT	7
	(FROM SECTION F)	: !!	(FROM SECTION F)	j
1	Federal Courthouse, Denver, CO	6	XYZ Corporation Headquarters, Boston, MA	1
2	Justin J. Wilson Federal Building, Baton Rouge, LA	7	Founder's Museum, Newport, RI	]

#### Part II - General Qualifications

See the "General Instructions" on page 1 for firms with branch offices. Prepare Part II for the specific branch office seeking work if the firm has branch offices.

- 1. Solicitation Number. If Part II is submitted for a specific contract, insert the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request.
  - 2a-2e. Firm (or Branch Office) Name and Address. Self-explanatory.
  - 3. Year Established. Enter the year the firm (or branch office, if appropriate) was established under the current name.
- 4. DUNS Number. Insert the Data Universal Numbering System number issued by Dun and Bradstreet Information Services. Firms must have a DUNS number. See FAR Part 4.6.
  - 5. Ownership.
- a. Type. Enter the type of ownership or legal structure of the firm (sole proprietor, partnership, corporation, joint venture, etc.).
- b. Small Business Status. Refer to the North American Industry Classification System (NAICS) code in the public announcement, and indicate if the firm is a small business according to the current size standard for that NAICS code (for example, Engineering Services (part of NAICS 541330), Architectural Services (NAICS 541310), Surveying and Mapping Services (NAICS 541370)). The small business categories and the internet website for the NAICS codes appear in FAR Part 19. Contact the requesting agency for any questions. Contact your local U.S. Small Business Administration office for any questions regarding Business Status.
- 6a-6c. Point of Contact. Provide this information for a representative of the firm that the agency can contact for additional information. The representative must be empowered to speak on contractual and policy matters.
  - 7. Name of Firm. Enter the name of the firm if Part II is prepared for a branch office.
- 8a-8c. Former Firm Names. Indicate any other previous names for the firm (or branch office) during the last six years. Insert the year that this corporate name change was effective and the associated DUNS Number. This information is used to review past performance on Federal contracts.
- 9. Employees by Discipline. Use the relevant disciplines and associated function codes shown at the end of these instructions and list in the same numerical order. After the listed disciplines, write in any additional disciplines and leave the function code blank. List no more than 20 disciplines. Group remaining employees under "Other Employees" in column b. Each person can be counted only once according to his/her primary function. If Part II is prepared for a firm (including all branch offices), enter the number of employees by disciplines in column c(1). If Part II is prepared for a branch office, enter the number of employees by discipline in column c(2) and for the firm in column c(1).
- 10. Profile of Firm's Experience and Annual Average Revenue for Last 5 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the experience categories which most accurately reflect the firm's technical capabilities and project experience. Use the relevant experience categories and associated profile codes shown at the end of these instructions, and list in the same numerical order. After the listed experience categories, write in any unlisted relevant project experience categories and leave the profile codes blank. For each type of experience, enter the appropriate revenue index number to reflect the professional services revenues received annually (averaged over the last 5 years) by the firm or branch office for performing that type of work. A particular project may be identified with one experience category or it may be broken into components, as best reflects the capabilities and types of work performed by the firm. However, do not double count the revenues received on a particular project.
- 11. Annual Average Professional Services Revenues of Firm for Last 3 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the appropriate revenue index numbers to reflect the professional services revenues received annually (averaged over the last 3 years) by the firm or branch office. Indicate Federal work (performed directly for the Federal Government, either as the prime contractor or subcontractor), non-Federal work (all other domestic and foreign work, including Federally-assisted projects), and the total. If the firm has been in existence for less than 3 years, see the definition for "Annual Receipts" under FAR 19.101.

12 completed f representat	orm. ive wh	Authorize Signing a so signed t	d Represent attests that the the form.	tative. ne information	An author provided is	ized represes s current an	entative of t d factual.	the firm or b Provide the	ranch office name and ti	must sign ar tle of the au	nd date th thorized

### List of Disciplines (Function Codes)

Code	Description	Code	Description
01	Acoustical Engineer	32	Hydraulic Engineer
02	Administrative	33	Hydrographic Surveyor
03	Aerial Photographer	34	Hydrologist
04	Aeronautical Engineer	35	Industrial Engineer
05	Archeologist	36	Industrial Hygienist
06	Architect	37	Interior Designer
07	Biologist	38	Land Surveyor
80	CADD Technician	39	Landscape Architect
09	Cartographer	40	Materials Engineer
10	Chemical Engineer	41	Materials Handling Engineer
11	Chemist	42	Mechanical Engineer
12	Civil Engineer	43	Mining Engineer
13	Communications Engineer	44	Oceanographer
14	Computer Programmer	45	Photo Interpreter
15	Construction Inspector	46	Photogrammetrist
16	Construction Manager	47	Planner: Urban/Regional
17	Corrosion Engineer	48	Project Manager
18	Cost Engineer/Estimator	49	Remote Sensing Specialist
19	Ecologist	50	Risk Assessor
20	Economist	51	Safety/Occupational Health Enginee
21	Electrical Engineer	52	Sanitary Engineer
22	Electronics Engineer	53	Scheduler
23	Environmental Engineer	54	Security Specialist
24	Environmental Scientist	55	Soils Engineer
25	Fire Protection Engineer	56	Specifications Writer
26	Forensic Engineer	57	Structural Engineer
27	Foundation/Geotechnical Engineer	58	Technician/Analyst
28	Geodetic Surveyor	59	Toxicologist
29	Geographic Information System Specialist	60	Transportation Engineer
30	Geologist	61	Value Engineer
31	Health Facility Planner	62	Water Resources Engineer

### List of Experience Categories (Profile Codes)

Code	Description		Code	Description
A01	Acoustics, Noise Abatement		D01	Dams (Concrete; Arch)
A02	Aerial Photography; Airborne Data and Imagery		D02	Dams (Earth; Rock); Dikes; Levees
	Collection and Analysis		D03	Desalinization (Process and Facilities)
A03	Agricultural Development; Grain Storage; Farm Mechanization		D04	Design-Build - Preparation of Requests for Proposals
A04	Air Pollution Control		D05	Digital Elevation and Terrain Model Develop-
A05	Airports; Navaids; Airport Lighting;			ment
	Aircraft Fueling		D06	Digital Orthophotography
A06	Airports; Terminals and Hangars; Freight		D07	Dining Halls; Clubs; Restaurants
407	Handling		D08	Dredging Studies and Design
A07	Arctic Facilities Animal Facilities		Ε01	Facing and Archaelagical
A08 A09	Anti-Terrorism/Force Protection		E01	Ecological and Archeological Investigations
A10	Asbestos Abatement		E02	Educational Facilities; Classrooms
A11	Auditoriums and Theaters		E03	Electrical Studies and Design
A12	Automation; Controls; Instrumentation		E04	Electronics
	,		E05	Elevators; Escalators; People-Movers
B01	Barracks; Dormitories		E06	Embassies and Chanceries
B02	Bridges		E07	Energy Conservation; New Energy
				Source
C01	Cartography		E08	Engineering Economics
C02	Cemeteries (Planning and Relocation)	E09	Enviro	nmental Impact Studies,
C03	Charting; Nautical and Aeronautical			Assessments or Statements
C04	Chemical Processing and Storage		E10	Environmental and natural Resource
C05	Child Care/Development Facilities			Mapping
C06	Churches; Chapels	E11	Enviro	nmental Planning
C07	Coastal Engineering		E12	Environmental Remediation
C08	Codes; Standards; Ordinances		E13	Environmental Testing and Analysis
C09	Cold Storage; Refrigeration and			y i i i i i i i i i i i i i i i i i i i
007	Fast Freeze		F01	Fallout Shelters; Blast-Resistant Design
C10	Commercial Building (Low Rise);		F02	Field Houses; Gyms; Stadiums
CIO	Shopping Centers	F03		otection
C11	Community Facilities	1.03	F04	Fisheries; Fish Ladders
			F05	
C12	Communications Systems; TV; Microwave			Forensic Engineering
C13	Computer Facilities; Computer Service		F06	Forestry and Forest Products
C14	Conservation and Resource			
	Management		G01	Garages; Vehicles Maintenance Facilities;
C15	Construction Management			Parking Decks
C16	Construction Surveying		G02	Gas Systems (Propane; Natural, Etc.)
C17	Corrosion Control; Cathodic Protection Electrolysis		G03	Geodetic Surveying: Ground and Airborne
C18	Cost Estimating; Cost Engineering and		G04	Geographic Information System
	Analysis; Parametric Costing;			Services: Development,
	Forecasting			Analysis, and Data Collecti

Code	Description	Code	Description
G05	Geospatial Data Conversion: Scanning, Digitizing, Compilation, Attributing, Scribing, Drafting	M08	Modular systems Design; Pre-Fabricated Structures or Components
G06	Graphic Design	N01	Naval Architecture; Off-Shore
H01	Harbors; Jetties; Piers, Ship Terminal Facilities	N02	Platforms Navigation Structures; Locks
H02	Hazardous Materials Handling and Storage	N03	Nuclear Facilities; Nuclear Shielding
H03	Hazardous, Toxic, Radioactive Waste Remediation		O01 Office Buildings; Industrial Parks O02 Oceanographic Engineering
H04	Heating; Ventilating; Air Conditioning		O03 Ordnance; Munitions; Special Weapons
H05	Health Systems Planning		
H06	High-rise; Air-Rights-Type Buildings	P01	Petroleum Exploration; Refining
H07	Highways; Streets; Airfield Paving; Parking Lots	P02	Petroleum and Fuel (Storage and Distribution)
H08	Historical Preservation	P03	Photogrammetry
H09 H10	Hospital and Medical Facilities Hotels; Motels	P04	Pipelines (Cross-Country - Liquid and Gas)
H11	Housing (Residential, Multi-Family;  Apartments; Condominiums)	P05	Planning (Community, Regional, Areawide and State)
H12	Hydraulics and Pneumatics	P06	Planning (Site, Installation and Project)
H13	Hydrographic Surveying	P07	Plumbing and Piping Design
		P08	Prisons and Correctional Facilities
I01	Industrial Buildings; Manufacturing	P09	Product, Machine Equipment Design
	Plants	P10	Pneumatic Structures, Air-Support
102	Industrial Processes; Quality Control	P11	Buildings Postal Facilities
103	Industrial Waste Treatment	P12	
103	Intelligent Transportation Systems	P 12	Power Generation, Transmission, Distribution
105	Interior Design; Space Planning	P13	Public Safety Facilities
106	Irrigation; Drainage	1 10	i ubile dalety i acliffics
100	migation, Dramage	R01	Radar; Sonar; Radio and Radar
J01	Judicial and Courtroom Facilities	1101	Telescopes
001	dudicial and Courticom Lacinities	R02	Radio Frequency Systems and
L01	Laboratories; Medical Research		Shieldings
	Facilities	R03	Railroad; Rapid Transit
L02	Land Surveying	R04	Recreation Facilities (Parks,
L03	Landscape Architecture	DOF	Marinas, Etc.)
L04	Libraries; Museums; Galleries	R05	Refrigeration Plants/Systems
L05	Lighting (Interior; Display; Theater,  Etc.)	R06	Rehabilitation (Buildings; Structures; Facilities
L06	Lighting (Exteriors; Streets;	R07	Remote Sensing
	Memorials; Athletic Fields, Etc.)	R08	Research Facilities
		R09	Resources Recovery; Recycling
M01	Mapping Location/Addressing Systems	R10	Risk Analysis
M02	Materials Handling Systems; Conveyors; Sorters	R11	Rivers; Canals; Waterways; Flood Control
M03	Metallurgy	R12	Roofing
M04	Microclimatology; Tropical		-
	Engineering	S01	Safety Engineering; Accident
M05	Military Design Standards		Studies; OSHA Studies
M06	Mining and Mineralogy	S02	Security Systems; Intruder and Smoke
M07	Missile Facilities (Silos; Fuels;		Detection
	Transport)	S03	Seismic Designs and Studies

Code	Description						
S04	Sewage Collection, Treatment and Disposal						
S05	Soils and Geologic Studies; Foundations						
S06	Solar Energy Utilization						
S07	Solid Wastes; Incineration; Landfill						
S08	Special Environments; Clean Rooms, Etc.						
S09	Structural Design; Special Structures						
S10	Surveying; Platting; Mapping; Flood Plain Studies						
S11	Sustainable Design						
S12	Swimming Pools						
S13	Storm Water Handling and Facilities						
T01	Telephone Systems (Rural; Mobile; Intercom, Etc.)						
T02	Testing and Inspection Services						
T03	Traffic and Transportation Engineering						
T04	Topographic Surveying and Mapping						
T05	Towers (Self-Supporting and Guyed Systems)						
T06	Tunnels and Subways						
U01 U02	Unexploded Ordnance Remediation Urban renewals; Community						
002	Development						
U03	Utilities (Gas and Steam)						
V01	Value Analysis; Life-Cycle Costing						
W01	Warehouse and Depots						
W02	Water Resources; Hydrology; Ground Water						
W03	Water Supply; Treatment and Distribution						
W04	Wind Tunnels; Research/Testing Facilities Design						
Z01	Zoning; Land Use Studies						

## **ARCHITECT - ENGINEER QUALIFICATIONS**

## PART I - CONTRACT-SPECIFIC QUALIFICATIONS

### A. CONTRACT INFORMATION

1.	TITLE AND LOCATION (City and State):
2.	PUBLIC NOTICE DATE:
3.	SOLICITATION OR PROJECT NUMBER:
	B. ARCHITECT-ENGINEER POINT OF CONTACT
4.	NAME AND TITLE:
5.	NAME OF FIRM:
6.	TLEPHONE NUMBER:
7.	FAX NUMBER:
8.	E-MAIL ADDRESS:
	C. PROPOSED TEAM
	(Complete this section for the prime contractor and all key subcontractors.)
9a.	PRIME (CHECK HERE):
9a.	JOINT-VENTURE PARTNER (CHECK HERE):
9a.	SUBCONTRACTOR (CHECK HERE):
9a.	FIRM NAME:
9a.	IF BRANCH OFFICE CHECK HERE:
10a.	ADDRESS
11a.	ROLE IN THIS CONTRACT
9b.	PRIME (CHECK HERE):
9b.	JOINT-VENTURE PARTNER (CHECK HERE):
9b.	SUBCONTRACTOR (CHECK HERE):
9b.	FIRM NAME:
9b.	IF BRANCH OFFICE CHECK HERE:
10b.	ADDRESS
11b.	ROLE IN THIS CONTRACT

9c.	JOINT-VENTURE PARTNER (CHECK HERE):
9c.	SUBCONTRACTOR (CHECK HERE):
9c.	FIRM NAME:
9c.	IF BRANCH OFFICE CHECK HERE:
10c.	ADDRESS
11c.	ROLE IN THIS CONTRACT
9d.	PRIME (CHECK HERE):
9d.	JOINT-VENTURE PARTNER (CHECK HERE):
9d.	SUBCONTRACTOR (CHECK HERE):
9d.	FIRM NAME:
9d.	IF BRANCH OFFICE CHECK HERE:
10d.	ADDRESS
11d.	ROLE IN THIS CONTRACT
9e.	PRIME (CHECK HERE):
9e.	JOINT-VENTURE PARTNER (CHECK HERE):
9e.	SUBCONTRACTOR (CHECK HERE):
9e.	FIRM NAME:
9e.	IF BRANCH OFFICE CHECK HERE:
10e.	ADDRESS
11e.	ROLE IN THIS CONTRACT
9f.	PRIME (CHECK HERE):
9f.	JOINT-VENTURE PARTNER (CHECK HERE):
9f.	SUBCONTRACTOR (CHECK HERE):
9f.	FIRM NAME:
9f.	IF BRANCH OFFICE CHECK HERE:
10f.	ADDRESS
11f.	ROLE IN THIS CONTRACT

PRIME (CHECK HERE):

9c.

#### E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME: ROLE IN THIS CONTRACT: 13. YEARS EXPERIENCE - TOTAL: 14a 14b. YEARS EXPERIENCE - WITH CURRENT FIRM: 15. FIRM NAME AND LOCATION (City and State): 16. EDUCATION (DEGREE AND SPECIALIZATION): 17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE): 18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.): 19a(1) RELEVANT PROJECT - TITLE AND LOCATION (City and State): RELEVANT PROJECT - YEAR COMPLETED - PROFESSIONAL SERVICES: 19a(2) RELEVANT PROJECT - YEAR COMPLETED - CONSTRUCTION (If applicable): 19a(2) RELEVANT PROJECT - BRIEF DESCRIPTION (Brief scope, size, cost etc.) AND SPECIFIC ROLE: 19a(3) 19a(3) RELEVANT PROJECT - BRIEF DESCRIPTION - Check here if project performed with current firm: 19b(1) RELEVANT PROJECT - TITLE AND LOCATION (City and State): RELEVANT PROJECT - YEAR COMPLETED - PROFESSIONAL SERVICES: 19b(2) 19b(2) RELEVANT PROJECT - YEAR COMPLETED - CONSTRUCTION (If applicable): 19b(3) RELEVANT PROJECT - BRIEF DESCRIPTION (Brief scope, size, cost etc.) AND SPECIFIC ROLE: 19b(3) RELEVANT PROJECT - BRIEF DESCRIPTION - Check here if project performed with current firm: RELEVANT PROJECT - TITLE AND LOCATION (City and State): 19c(1) 19c(2) RELEVANT PROJECT - YEAR COMPLETED - PROFESSIONAL SERVICES: RELEVANT PROJECT - YEAR COMPLETED - CONSTRUCTION (If applicable): 19c(2) RELEVANT PROJECT - BRIEF DESCRIPTION (Brief scope, size, cost etc.) AND SPECIFIC ROLE: 19c(3) RELEVANT PROJECT - BRIEF DESCRIPTION - Check here if project performed with current firm: 19c(3) 19d(1) RELEVANT PROJECT - TITLE AND LOCATION (City and State): RELEVANT PROJECT - YEAR COMPLETED - PROFESSIONAL SERVICES: 19d(2) 19d(2) RELEVANT PROJECT - YEAR COMPLETED - CONSTRUCTION (If applicable): 19d(3) RELEVANT PROJECT - BRIEF DESCRIPTION (Brief scope, size, cost etc.) AND SPECIFIC ROLE: 19d(3) RELEVANT PROJECT - BRIEF DESCRIPTION - Check here if project performed with current firm: 19e(1) RELEVANT PROJECT - TITLE AND LOCATION (City and State): RELEVANT PROJECT - YEAR COMPLETED - PROFESSIONAL SERVICES: 19e(2) RELEVANT PROJECT - YEAR COMPLETED - CONSTRUCTION (If applicable): 19e(2) RELEVANT PROJECT - BRIEF DESCRIPTION (Brief scope, size, cost etc.) AND SPECIFIC ROLE: 19e(3)

RELEVANT PROJECT - BRIEF DESCRIPTION - Check here if project performed with current firm:

19e(3)

# F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified.

Complete one Section F for each project.)

- D. EXAMPLE PROJECT KEY NUMBER:
- E. TITLE AND LOCATION (City and State):
- F. YEAR COMPLETED PROFESSIONAL SERVICES:
- G. YEAR COMPLETED CONSTRUCTION (If applicable):
- 23a. PROJECT OWNER'S INFORMATION PROJECT OWNER:
- 23b. PROJECT OWNER'S INFORMATION POINT OF CONTACT NAME:
- 23c. PROJECT OWNER'S INFORMATION POINT OF CONTACT TELEPHONE NUMBER:
- 24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost):
- 25. FIRMS FROM SECTION INVOLVED WITH THIS PROJECT

(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE

26. NAMES OF KEY PERSONNEL From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.)									
		1	2	3	4	5	6	7	8	9	1
					-						
											-
				1							
					+						
	29. EXAMPL	E PROJI	L ECTS K	EY							
NO. TITLE OF EXAMI	PLE PROJECT (FROM SECTION F)	NO.	1	TITLE O	F EXA	MPLE P	ROJECT	Γ (FRO	M SEC	TION F)	
1		6									
2		7									
3		8									
4		9									_

#### H. ADDITIONAL INFORMATION

- 29. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED:
  - 9. AUTHORIZED REPRESENTATIVE The foregoing is a statement of facts.
- 30. SIGNATURE OF AUTHORIZED REPRESENTATIVE:
- 31. DATE SIGNED:
- 32. NAME AND TITLE OF SIGNER:

## **ARCHITECT-ENGINEER QUALIFICATIONS**

### **PART II - GENERAL QUALIFICATIONS**

(If a firm has branch offices, complete for each specific branch office seeking work.)

1.	SOLICITATION NUMBER (If any):
2a.	FIRM (OR BRANCH OFFICE) NAME:
2b.	FIRM (OR BRANCH OFFICE) STREET:
2c.	FIRM (OR BRANCH OFFICE) CITY:
2d.	FIRM (OR BRANCH OFFICE) STATE:
2e.	FIRM (OR BRANCH OFFICE) ZIP CODE:
3.	YEAR ESTABLISHED:
4.	DUNS NUMBER:
5a.	OWNERSHIP - TYPE:
5b.	OWNERSHIP - SMALL BUSINESS STATUS:
6a.	POINT OF CONTACT NAME AND TITLE:
6b.	POINT OF CONTACT TELEPHONE NUMBER:
6c.	POINT OF CONTACT E-MAIL ADDRESS:
7.	NAME OF FIRM (If block 2a is a branch office):

8a. FORMER FIRM NAME(S) (If any)	8b. YR. ESTABLISHED	8c. DUNS NUMBER

### 9. EMPLOYEES BY DISCIPLINE

a. Function Code	b. Discipline	c(1). No. of Employees - Firm	c(2). No. of Employees - Branch
			_
	Other Employee		

#### 10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

a. Profile Code	b. Experience	c. Revenue Index

#### PROFESSIONAL SERVICES REVENUE INDEX NUMBER

1.	Less	than	\$100,	,000
----	------	------	--------	------

2. \$100,000 to less than \$250,000

3. \$250,000 to less than \$500,00

4. \$500,000 to less than \$1 million

5. \$1 million to less than \$2 million

6. \$2 million to less than \$5 million

7. \$5 million to less than \$10 million

8. \$10 million to less than \$25 million

9. \$25 million to less than \$50 million

10. \$50 million or greater

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS (Insert revenue index number shown above)

11a. Federal Work:

11b. Non-Federal Work:

11c. Total Work:

12. AUTHORIZED REPRESENTATIVE. The foregoing is a statement of facts.

12a. SIGNATURE:

12b. DATE SIGNED:

#### SUPPLEMENT B - SCOPE OF WORK



### **VA Montana Healthcare System**

3687 Veterans Drive, P.O. Box 1500 Ft. Harrison, MT 59636-1500



Project: 436-13-102, Replace Windows Building 141

#### Scope of Work

The VA Montana Healthcare System requires the services of a qualified Architect / Engineer (A/E) firm to supply a design facilitating the replacement of all windows in Building 141 at the Fort Harrison campus. The design intent of the project is to replace or remove these windows to correct a building condition deficiency and increase occupant comfort by maximizing daylight harvesting while minimizing solar heat gain and required maintenance. Replacement windows are to be double hung style that are lockable with interior blinds. The replacement windows shall utilize aesthetic styling appropriate to the period of the building.

#### A/E Requirements

The anticipated construction cost associated with this design is expected to range between \$800,000 and \$1,000,000. The VA expectation is that the A/E will provide sufficient design services to utilize this entire construction budget. The A/E must conduct adequate site investigation, provide all necessary deliverables, site visits, construction document reproduction, and construction period services as described below within the constraints of the schedule provided during design.

#### Site Investigation

The A/E is responsible to conduct appropriate site investigation to obtain all information necessary to complete design activities. The VA will provide reference documents to the extent possible but does not guarantee the accuracy of such documents. Responsibility to verify all necessary information to complete design services belongs to the A/E.

#### **Deliverables**

The A/E will provide itemized construction cost estimates beginning with the 30% submission and continuing through the construction documents from which the VA may choose to modify scope to reflect the anticipated construction budget, limiting design activities only to those items that can be provided within the cost limitations. This cost estimate shall be carried forward and modified to reflect changes on each subsequent submission. Design of the previously described systems must meet all applicable codes, regulations, and standards. This includes but is not limited to NFPA Codes, NEC, EPA, DEQ Regulations, OSHA 1926, and TJC Standards. Additionally, the A/E is required to meet all applicable laws and regulation not explicitly stated in this document. Design efforts and products shall be conducted and produced in compliance with VA Publications including Master Construction Specifications, Design Guides, and CAD Standards (<a href="http://www.cfm.va.gov/TIL">http://www.cfm.va.gov/TIL</a>). Compliance with public law regarding energy utilization is required, therefore selected products must be modeled and have properties that meet or exceed the performance standard specified in ASHRAE 90.1-2004 by 30% as required by EISA 2007.

A/E submissions are to comply with the requirements stated in PG-18-15 Volume C. The design submissions shall consist of progressively more complete documents consisting of the following:

Schematic Design (30%)

This submission shall include a minimum of two alternates of window planning which designate which windows would be retained and which would be eliminated, both alternatives indicating the total fenestration area. Additionally a minimum of

three window product selections shall be provided, all meeting the minimum functional, aesthetic, and energy intents as previously identified. Each option should have a corresponding cost estimate. Submitted drawings are to provide floor plan and elevation views. Specifications are not required with this submittal. The VA will request modifications as appropriate and select a single window plan and no more than two window products on which the A/E will complete energy modeling as part of the 50% submittal. The submittal shall be provided as three full format hard copies and are to be mailed. Additional documents such as construction cost estimates and window specifications are to be provided electronically.

Schematic Design (50%)

This submission shall include complete energy modeling of the VA selected alternates as well as corresponding cost estimates. 30% drawing are to be expanded to provide general window details for each configuration of opening. Initial specifications derived from the VA master specification are to be provided with this submittal. The specification will include a table of contents, a drawings index, and a full submittal log in addition to the applicable specification sections. The VA will select a singular option to advance to Design Development at this point. The submittal shall be provided as three full format hard copy drawings and one bound specification as well as an electronic word document. Three full format hard copies are to be mailed. All documents are to be provided electronically at this point and can be emailed directly to the VA COTR or hosted on an independent site to be accessed by the VA COTR.

Design Development (90%)

In addition to advancement to the 50% drawings and specifications, this deliverable shall contain an initial phasing plan. Project phasing will require design efforts to create a temporary relocation space to accommodate construction. All necessary details and specification sections are to be incorporated into this submittal. The submittal shall be provided as three full format hard copy drawings and one bound specification as well as an electronic word document. Hard copies are to be mailed and electronic submittals are to be emails or hosted on an independent site to be accessed by the VA. Supporting documentation is to be supplied electronically.

Construction Documents (100%)

This set should incorporate all VA revisions comments previously submitted. It should also provide a coversheet with signature blocks for the appropriate approvals. The submittal shall be provided electronically in PDF format in addition to three full format hard copies. If further revisions are required, these corrections can be made and submitted via PDF as individual sheets prior to final approval. After approval signatures are obtained, the VA will electronically return the signed coversheet for production.

Final Construction Documents - Production

The signed coversheet and completed drawings and specifications are to be provided electronically as both read/write (.dwg or .doc) and read-only as .pdf file types. Submissions are to utilize the most recent version of AutoCAD. Production is to consist of four full-sized drawing sets, four half-sized drawing sets, and four bound specifications. Supporting documentation is to be supplied electronically. All submittals shall be marked as "Construction Documents".

#### **Site Visits**

Through the duration of design, the VA will require two site visits. These site visits will be made at the request of the VA and will serve as an opportunity for the A/E to directly communicate with and receive input from VA end users. Such visits are intended to be design review meetings. Any site visits not directly requested by the VA does not constitute a required site visit. During Construction Period Services, the A/E will be required to attend an initial construction coordination meeting, a phase 1 inspection, and a final inspection, providing for a total of three VA required construction period site visits. Meetings to review submissions may be conducted via teleconference, but will not require a site visit.

#### **Construction Period Services**

In addition to the previously addressed site visits during construction period services, the A/E shall act in an advisory and consultant role. All contractor submittals and shop drawings are to be routed through the A/E for approval prior to delivery to the VA Contracting Officers Technical Representative (COTR). Requests for Information and Modifications requests may be forwarded to the A/E for technical review at the discretion of the VA COTR or the VA Contracting Officer. Any necessary redesign efforts that are required as a result of unforeseen site conditions will be provided by the A/E at no additional cost to the VA. Requested redesign efforts that constitute a change in project scope warrant additional fees and must be approved by the VA Contracting Officer prior to work being completed. The A/E shall receive red-line drawings from the contractor after the final inspection from which to create a finished set of As-Built Drawings to provide to the VA in the most recent version of AutoCAD.

**Schedule**The anticipated Design Schedule is as follows:

4
8
10
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#### **Bid Schedule**

For each item described below, the A/E shall provide an expected design service cost and a corresponding rough construction cost estimate as part of the proposal.

#### Base Bid

The A/E is to provide design and construction period services to complete all work as stated in this scope of work. Deductive Alternate 001

The A/E is to remove replacement of all non-standard shaped (arched) windows from the scope of work.